

Exemption Application

3500

California corporation number/Secretary of State file no. <u>C3199978</u>		FEIN <u>270870964</u>	
Name of organization as shown in the organization's creating document <u>California Association of Workplace Investigators, Inc.</u>			
Address (suite, room, or PMB no.) <u>770 L Street Suite 950</u>		Daytime telephone number <u>(916) 760 2442</u>	
City <u>Sacramento</u>	State <u>CA</u>	ZIP Code <u>95814</u>	
Name of representative to contact regarding additional requirements or information <u>Stephen P. Angelides</u>		Daytime telephone number <u>(916) 760 2442</u>	
Representative's mailing address (suite, room, or PMB no.) <u>770 L Street, Suite 950</u>			
City <u>Sacramento</u>	State <u>CA</u>	ZIP Code <u>95814</u>	

ALL applicants must complete Item 1 through Item 71. Also furnish the information requested in Item 8 through Item 25, as applicable.

- 1 a Enter the California Revenue and Taxation Code (R&TC) section under which exemption is claimed 23701e. See instructions.
- b Primary activity of organization: Professional Association
- 2 a What is the legal form of the organization? Corporation Unincorporated association Trust Limited Liability Company
 Date formed May 6, 2009
- b If formed in another state, furnish the following information:
 (1) Date qualified in California _____ (2) State in which formed _____
- 3 a Has this organization or its predecessors previously applied for exemption? Yes No
- b If "Yes," check the appropriate boxes below and enter either "Granted" or "Denied" and the date exemption was "Granted" or "Denied."
 California _____ Date _____ Federal _____ Date _____ Other State _____ Date _____
- c Enter the R&TC section number under which the organization previously filed with the Franchise Tax Board _____
 Furnish copies of any determination letters received.
- d If FTB assigned the organization another Entity ID number, enter number assigned. _____
- 4 a Has the organization filed federal tax returns? Yes No
- b If "Yes," state type of federal returns and years filed. _____
- 5 Annual accounting period (must end on last day of the month): January 1 - December 31

Enclose, but do not staple, any payments.

- 6 a Is this a new organization? If "No," attach a statement indicating the name of the California predecessors, the period during which it was in existence, the reasons for its termination, and the R&TC section number under which it previously filed with the FTB.
- b Is this a membership organization? If "Yes," attach a statement that fully explains the qualifications for members, the different classes of membership, the number of members in each class, and the voting rights and privileges accorded each class.
- c Has the organization made, or are there plans to make, any distribution of its property or surplus to officers or members? If "Yes," attach a detailed statement.
- d Will any of the incorporators share any facilities with the organization? If "Yes," attach a detailed explanation.
- e Will any property be rented, purchased, or transferred in any way from any of the incorporators? If "Yes," attach a detailed explanation.
- f Will any promoter, incorporator, founder, or member be employed by the organization? If "Yes," furnish complete details, including duties, responsibilities, qualifications, and compensation.
- g Will any member of the board of directors be compensated for services other than services performed as a board member, e.g., officer, and/or employee? If "Yes," furnish the names of the directors, and the amounts of compensation for each. Also, list the name of the other directors, indicating their blood or marriage/RDP relationship, if any, to the compensated directors.
- h Does the organization plan to conduct raffles or other gaming activities? If so, attach a statement describing how they will be conducted and how the organization will use the funds.

	Yes	No
a	X	
b	X	
c		X
d		X
e		X
f		X
g		X
h		X

Continue to Item 7.

Be sure to include the \$25 application fee. Using blue or black ink, make a check or money order payable to the "Franchise Tax Board." Do not send cash. Allow 90 calendar days for processing. Make all checks or money orders payable in U.S. dollars and drawn against a U.S. financial institution. Mail form FTB 3500 and all documents to FRANCHISE TAX BOARD, PO BOX 942857, SACRAMENTO CA 94257-4041

Under penalties of perjury, I declare that I have examined this application, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete.

_____	SIGNATURE OF OFFICER OR REPRESENTATIVE	_____
DATE		TITLE

7 TO ENSURE THAT THE FTB WILL PROCESS THE ORGANIZATION'S EXEMPTION APPLICATION, ATTACH THE FOLLOWING INFORMATION TO THE APPLICATION. Failure to provide the following documents may delay our determination as to whether the organization qualifies for exemption.

- a A copy of the creating document. The type of document to be submitted depends upon the way in which the organization was created. If the organization is:
 - A California corporation, submit a copy of the endorsed articles of incorporation and all subsequent endorsed amendments. "Endorsed" means the articles bear the stamps of the California SOS.
 - A foreign corporation that is qualified through the California SOS, submit a copy of the endorsed articles of incorporation and all subsequent endorsed amendments from the state or country in which incorporated. "Endorsed" means the articles bear the stamps of the California SOS.
 - An unincorporated association, submit either: a copy of the constitution, articles of association, bylaws, or other document that contains the language required as shown in the samples on page 18 of the Instructions AND which is signed by the board of directors or other governing body.
 - A trust, submit a copy of the trust document and any subsequent modifications to it.
 - A California limited liability company, submit a copy of the endorsed articles of organization.
 - A limited liability company formed in another state and qualified in California, submit a copy of the endorsed California SOS form LLC-5, Application for Registration, a copy of the certificate of good standing from the home state, and a copy of the articles of organization from the home state.
- b A copy of the bylaws, proposed bylaws, operating agreement, or other code of regulations.
- c Financial documents. The documents to be provided depend upon whether the organization has been operating or has not yet started to operate. If the organization has:
 - Been operating, furnish complete statements of receipts and expenditures, assets and liabilities for each accounting period that it has been in existence and for which exemption is requested. See the Receipts and Expense Statement on Side 7 of this form. Do not send bank statements or monthly reports. However, bank statements or monthly reports should be retained as support for items on the income and expense statement.
 - Been operating but has not had any financial activity, provide information substantiating operations during the years for which you are requesting exemption. Example, minutes from meetings of board of directors. In addition, furnish a proposed budget showing sources of income and areas of expenditures for the current year and subsequent year. The proposed budget is required and the organization should base it upon the most reasonable expectations.
 - Not yet started to operate, furnish a proposed budget showing the sources of income and areas of expenditures for the first year of operation. The budget is required before the FTB will process the application and should be based upon the most reasonable expectations. Refer to the Receipts and Expenses Statement on Side 7 of this form.
- d A statement describing the specific purposes for which the organization was formed. A general nonprofit purpose statement will not be acceptable, and do not quote the articles of incorporation or bylaws.
- e A statement describing in detail the programs and activities that the organization presently conducts or will conduct and how it will accomplish its specific purposes.
- f A statement describing in detail each type or source of funding, each fund raising activity, and each business enterprise the organization has engaged in or plans to engage in either alone or with other parties (accompanied by copies of all agreements, if any, for the conduct of each fund raising activity or business enterprise).
- g A statement that fully explains any discontinued specific activities that the organization engaged in or sponsored. Give dates of commencement and termination and the reasons for discontinuance. (Omit if this is a new organization.)
- h A copy of each lease, if any, in which the organization is the lessee or lessor of property (real, personal, gas, oil, or mineral), or in which an interest is owned under such lease, together with copies of all agreements with other parties for development of the property.
- i Summary of any literature that the organization sells or distributes and summary of any organizational advertising.

Each item listed below refers to a separate R&TC section. Provide the information for the section under which the organization claims exemption.

8 R&TC Section 23701a -- Labor, agricultural, or horticultural organization:

Submit an explanation of any services to be performed for members. Cooperative organizations applying for exemption under R&TC Section 23701a must submit a copy of the federal exemption letter showing exemption under IRC Section 501(c)(5).

9 R&TC Section 23701b -- Fraternal beneficiary societies, etc.:

- a State whether the organization operates, or plans to operate, under the lodge system or for the exclusive benefit of the members of a lodge system. Operating under the lodge system means carrying on activities under a form of organization that comprises local branches (called lodges, chapters, or the like) that are largely self-governing and chartered by a parent organization.
- b If the organization is a subordinate or local lodge, etc., attach a certificate signed by the secretary of the parent organization certifying that the subordinate lodge is a duly constituted body operating under the jurisdiction of the parent body.
- c If the organization is a parent or grand lodge, attach a statement showing the number of subordinate lodges in active operation and whether periodic meetings are actually held.
- d Attach a statement describing the types of benefits (life, sick, accident, or other benefits) paid, or to be paid, to members.

10 R&TC Section 23701c – Cemetery company or corporation chartered solely for burial purposes:

- a Attach these statements and/or documents:
 - (1) Complete copy of the sales contract or other document involved in the organization's acquisition of cemetery property.
 - (2) Complete copy of any contract designating an agent to sell the cemetery plots.
 - (3) Names of officers and directors of the organization from the date of incorporation to the present date, and the period for which each held office.
 - (4) Appraised value of cemetery property as of the date acquired (the appraisal should be obtained from sources other than the parties in interest).
- b Does the organization have or plan to have a perpetual care fund? Yes No
 If "Yes," furnish a copy of the federal exemption letter, a copy of the fund agreement, and a statement explaining the nature of such fund (cash, securities, unsold land, etc.). Also attach a statement that fully explains the manner in which the fund is or will be administered, the specific purposes for which the fund is to be used, and the names of the persons administering the fund.
- c Does the organization operate a crematorium? Yes No

11 R&TC Section 23701d – Religious, charitable, scientific, literary, or educational organization:

Attach a statement explaining all "Yes" answers in item 11a through item 11d.

- | Yes | No |
|-----|----|
| | |
| | |
| | |
| | |
- a Has the organization received, or does it expect to receive, 10% or more of its assets from any organization or group of affiliated organizations (affiliated through stockholding, common ownership, or otherwise), any individual, or members of a family group (brother or sister whether whole or half blood, spouse/RDP, ancestor, or lineal descendant)?
 - b Is the organization now, has it ever been, or does it plan to be engaged in carrying on propaganda, or otherwise advocating or opposing pending or proposed legislation (this includes dissemination of such information to the general public while representing the organization)?
 - c Has the organization participated in, or does it plan to participate or intervene in, any political campaign (including the publishing or distributing of statements) on behalf of, or in opposition to, any candidate for public office?
 - d Does the organization hold, or plan to hold, 10% or more of any class of stock or 10% or more of the total combined voting power of stock in any corporation?
 - e If claiming exemption as a church, **attach a statement including the information requested in item (1) through item (8) below:**
 - (1) Has a permanent place of worship been established? At what address? Who is the legal owner of this property? Describe the physical characteristics of the organization's church buildings. Explain to what extent these buildings are used for purposes other than religious worship.
 - (2) Does the organization have a regular congregation or conduct religious services on a regular basis? How many usually attend the regular worship services? Attach samples of worship service programs and newspaper announcements of the organization's activities. Where and how often are religious services held?
 - (3) Furnish information regarding the religious background and formal religious training of the religious leaders. Furnish a copy of each religious leader's certificate of ordination.
 - (4) What amount of the annual gross income will be received from incorporators, ministers, officers, directors, or their families?
 - (5) What amount of the organization's proposed expenditures will be used for the personal living expenses of the individuals mentioned in item (4) above?
 - (6) How many hours per week will the religious or spiritual leaders devote to organizational activities? Will these persons engage in employment unrelated to the activities of the organization? If so, indicate the number of hours per week and describe the employment activity.
 - (7) List all the officers, directors, trustees, etc., of the organization and describe their qualifications for such office. Are any of the officers or directors related by blood or marriage or RDP? If "Yes," explain.
 - (8) Will any founder, member, or officer:
 - (a) Take a vow of poverty?
 - (b) Transfer personal assets to this organization, like a home, automobile, furnishings, business, or recreational assets, etc., that will be made available for the personal use of the donors?
 - (c) Assign or donate to the organization income that will be used in part or whole to pay the donors as salary, stipend, or living allowance (such as food, medical expenses, clothing, insurance, etc.)?

12 R&TC Section 23701e – Business league, chamber of commerce, etc.:

Has the organization performed, or does it plan to perform, particular services for members, shareholders, or others, such as furnishing credit reports or collection accounts, inspecting products, conducting advertising, purchasing merchandise, or other similar undertakings? Yes No
 If "Yes," attach a detailed statement, including income realized and expenses incurred in such activities. If engaged in advertising, attach samples of material.

13 R&TC Section 23701f -- Civic leagues, social welfare organizations, and local associations of employees:

- a If the organization is applying as a civic league or social welfare organization, attach a statement explaining how the organization will promote the common good or welfare of an entire community.
- b If the organization is applying as a local association of employees, attach a statement giving the names and addresses of employers that have employees who are eligible for membership in the association. If an employer has employees (who are eligible for membership) located in more than one plant or office, give the address of each plant or office.

14 R&TC Section 23701g -- Social and recreational organization:

- a Has the organization solicited, or does it plan to solicit, public patronage of the facilities by advertisement or otherwise? If "Yes," attach sample copies of such advertisements or other solicitations.
- b Are nonmembers, other than bona fide guests of members, permitted, or will they be permitted, to use the club facilities or participate in or attend any functions or activities conducted by the organization? If "Yes," attach a statement describing the functions or activities in which nonmembers have participated or will participate, or to which they have been or will be admitted. If nonmembers have participated in or have been admitted to any functions or activities, state the amount received from nonmembers. Provide a schedule in the statement detailing the expenses attributable to such nonmembers, the expenses attributable to such functions, and the disposition made of net profits, if any, derived from the functions.
- c Has the organization rented or leased, or does it plan to rent or lease, any part of the club's property to others? If "Yes," attach a statement indicating the reason for such action, or proposed action, and the amount received, or to be received. Also attach copies of the rental agreements or leases.
- d Has the organization derived or will it derive any income from nonmembers not explained above? If "Yes," explain in detail.
- e Furnish a statement separating the member and nonmember income for the past three years and a proposed budget separating member and nonmember income for the next period of operation.
- f Enter the total number of club members: _____. If there are different classes of membership, attach a statement explaining the dues and privileges of each class.
- g Provide copies of:
 - (1) House rules.
 - (2) All other documents used in considering or granting memberships, including agreements or contracts, if any.
 - (3) Corporate resolutions demonstrating adoption of policy or change of policy regarding membership or use of facilities.

Yes	No

15 R&TC Section 23701h -- Title holding corporation:

- a Attach a statement giving the complete names and addresses of organizations for which title to property is held, the number of shares of capital stock held and whether shares of stock have ever been held by persons other than such organizations. If stock was so held, include the years held and the total number of shares of each class of stock.
 R&TC Section 23701h requires turning over net income to a parent organization periodically. Organizations with members, incorporating as a nonprofit corporation under the California Corporations Code, are precluded from exempt status under R&TC Section 23701h. California Corporations Code Sections 5410 and 7411 prohibit any distribution to members of nonprofit public benefit corporations or nonprofit mutual benefit corporations unless the organization dissolves.
 Incorporated organizations seeking exemption under R&TC Section 23701h that have members must incorporate under the for profit provisions of the California Corporations Code.
- b State whether the annual income (less expenses) is, or will be, turned over to the organization for which title to property is held. Explain what disposition will be made of income that will not be turned over to the organization.
- c Attach a copy of an exemption letter (federal or California) for each organization for which property will be held. If property will be held for organizations located in California, the organization must furnish a California exemption letter.

16 R&TC Section 23701i -- Voluntary employees' beneficiary organization:

Furnish a copy of the federal determination letter showing exemption under IRC Section 501(c)(9).

17 R&TC Section 23701j -- Fraternal society, etc.:

- a State whether the organization operates, or plans to operate, under the lodge system or for the exclusive benefit of the members of a lodge system. Operating under the lodge system means carrying on activities under a form of organization that comprises local branches (called lodges, chapters, or the like) that are largely self-governing and chartered by a parent organization.
- b If the organization is a subordinate or local lodge, etc., attach a certificate signed by the secretary of the parent organization certifying that the subordinate lodge is a duly constituted body operating under the jurisdiction of the parent body.
- c If the organization is a parent or grand lodge, attach a statement showing the number of subordinate lodges in active operation and whether periodic meetings are actually held.

18 R&TC Section 23701n -- Supplemental unemployment compensation trust:

Attach a copy of the supplemental unemployment benefit plan and pertinent agreements and a copy of the federal determination letter.

19 R&TC Section 237011 – Homeowners' association:

- a Furnish a copy of the recorded Declaration of Covenants, Conditions, and Restrictions.
- b Will any of the individual units/lots owned by the organization or its members be occupied for other than personal residential purposes?
 Yes No If "Yes," provide the following information:
 - (1) What percentage of the units/lots will be used for nonresidential purposes? _____
 - (2) If the organization claims exemption as a condominium management association, enter square footage of all units and square footage devoted to residential purposes. All units _____ Residential _____
 - (3) If the organization claims exemption as a residential real estate management association, enter the local real property zoning for lots within the association. Total number of lots _____ Number of lots zoned residential _____
 - (4) What percentage of the organization's total gross income will be derived from dues, fees, or assessments from nonresidential members? _____
- c Will this organization own, maintain, or operate a mutual water company, well, electrical generating facility, or other utility? Yes No
 If "Yes," describe in detail and answer these questions:
 - (1) Are the members/shareholders: the actual users of the utility or simply investors?
 - (2) Is this organization furnishing utilities to (check applicable box(es)): residential homes, commercial businesses (including agricultural enterprises)? If both, indicate what percent of this organization's total income will be derived from sale of utilities for nonresidential usage _____
 - (3) How are members/shareholders assessed for utilities usage? Are they assessed equally or on the basis of square footage/acreage?
 - (4) Are meters utilized to determine charges to members/stockholders? Yes No
 If "Yes," provide a detailed breakdown on how rates are determined and the amount of revenue received.
- d Will any of the units/lots be rented by a person, or series of persons, for periods of less than 30 days that, when added together, equal more than half of the association's taxable year? Yes No If "Yes," what percentage of the units/lots are rented in this manner? _____
- e (1) What date was the first unit sold? _____
 (2) If a unit is not yet sold, when will the first unit be available for sale? _____
- f What date did the association become active? _____ Provide details of these activities.

- g When were (will) dues first collected? month _____ day _____ year _____

20 R&TC Section 23701u – Public facility financial corporation:

- a Attach samples of all certificates of participation or other securities to be issued.
- b Attach copies of all leases, contracts, trust agreements, or other agreements that have been, or will be, entered into by this corporation.

21 R&TC Section 23701v – Mobile home park acquisition association:

- a Are all members of the organization owners of manufactured homes or mobile home tenants of the mobile home park? Yes No
 If "No," explain the circumstances under which other individuals can become members of the organization.
- b Describe the mobile home park in which owner/tenant members reside.
- c Are all lots within the park rented or leased to mobile home or manufactured home owners? Yes No If "No," explain.
- d Does the rent paid by each owner include rental for the lot occupied by the mobile home or manufactured home? Yes No If "No," explain.
- e Will the organization carry on activities other than purchasing or preparing to purchase the mobile home park in which members reside? Yes No If "Yes," describe in detail the other activities and indicate the percentage of total operations represented by such activities.

22 R&TC Section 23701w – War veterans' organization:

To be completed by a post or organization of past or present members of the Armed Forces of the United States.

- a What is the total membership of your post or organization? _____
- b How many members are present or former members of the Armed Forces of the United States? _____
- c How many members are cadets (include students in college, university, or armed services academies)? _____ How many are spouses/RDPs, widows, or widowers of cadets, or of past or present members of the Armed Forces of the United States? _____
- d Does the organization have a membership category other than the ones set out above? Yes No If "Yes," explain in detail and enter the number of members in this category.

To be completed by an auxiliary unit or society of a post or organization of past or present members of the Armed Forces of the United States.

- e Is the organization affiliated with and organized according to the bylaws, and regulations formulated by such an exempt post or organization? Yes No

(Item 22 continues on Side 6.)

- f How many members does the organization have? _____
- g How many members are past or present members of the Armed Forces of the United States, or have spouses/RDPs or persons related to them within two degrees of blood relationship (grandparents, brothers, sisters, and grandchildren are the most distant relationships allowable) that are past or present members of the Armed Forces of the United States (enter total)? _____
- h Are all of the members themselves members of a post or organization, past or present members of the Armed Forces of the United States, or spouses/RDPs of members of such a post or organization, or related to members of such a post or organization within two degrees of blood relationship? Yes No If "No," explain in detail.

23 R&TC Section 23701x – Title holding organization:

- a Attach a statement giving the complete names and addresses of organizations or trusts for which title to property is being held, and the number of shares of capital stock held by each entity.
- b State whether the annual income (less expenses) is, or will be, turned over to the organizations for which title to property is held. Explain what disposition will be made of the income that is not or, will not be, turned over to the organizations.
- c Furnish a copy of a federal determination or opinion letter for each organization or trust for which property is, or will be, held.
- d For those organizations of trust for which property is, or will be, held and which do not have a federal determination letter, provide detailed information to show that each shareholder is:
- (1) A governmental plan described in IRC Section 414(d); or
 - (2) The United States, any state or political subdivision thereof, or any agency or instrumentality of the foregoing.
- e State the total number of stockholders or beneficiaries.
- f Describe in detail each class of stock or beneficial interest.

R&TC Section 23701x requires turning over net income to specified parent organizations periodically. Organizations with members incorporating as a nonprofit corporation under the California Corporations Code are precluded from exempt status under that section. California Corporations Code Sections 5410 and 7411 prohibit any distribution to members of nonprofit public benefit corporations or nonprofit mutual benefit corporations unless the organization dissolves.

Incorporated organizations seeking exemption under R&TC Section 23701x that have members must incorporate under the for profit provisions of the California Corporations Code.

24 R&TC Section 23701y – Credit unions:

- a Provide a copy of the organization's license to operate a credit union.
- b What is the total number of members of the organization? _____

25 R&TC Section 23701z – Self-insurance pools for charitable organizations:

- a Provide a list of names, California corporation numbers, and federal employer identification numbers (FEINs) for all participants in the pool.
- b Describe in detail the activities of each participating corporation.
- c Furnish a copy of the latest federal determination letter showing exemption under IRC Section 501 for each participating corporation.
- d Describe in detail all insurance services to be provided to members of the pool.

Receipts and Expenses Statement

Complete information is required to adequately respond to Item 7c on Side 2. The statement below represents the basic financial details necessary to complete the organization's request for exemption. The organization may substitute its own receipts and expenses statement, or statements, but the details **must** be complete as indicated in this statement. Failure to provide complete financial information may result in denial of the organization's exemption application.

Details must include:

- For each year exempt status is requested, provide the financial information represented in the statement below.
- If the organization has had financial activities for less than one year, provide a financial statement for the period of activities, and a projected budget for the entire first year.
- If this is the organization's first year of operation, and/or the organization has no prior financial activity, provide a proposed budget for the entire first year of operation. The proposed budget should be based on the organization's most reasonable expectations.

Calendar or Fiscal Year Ending

<u>RECEIPTS</u>	Current year	Three preceding years for each year in existence			Total
Gifts					
Grants					
Contributions received					
Fundraising					
Membership income					
Nonmembership income (R&TC Section 23701g)					
Membership dues and assessments (R&TC Section 23701t)					
Other business income					
Gross investment income					
Gross royalty income					
Gross rental income					
Gross receipts from admissions					
Gross receipts from commissions					
Gross receipts from sale of merchandise					
Gross receipts from services provided					
Gross receipts from furnishing of facilities					
Gain or loss from sale of capital assets					
Other income (attach sheet itemizing each type)					
TOTAL RECEIPTS					
<u>EXPENSES</u>					
Fundraising					
Contributions, gifts, grants, and similar amounts paid					
Disbursements to or for member benefit					
Compensation of officers					
Compensation of directors					
Compensation of trustees					
Rental expenses					
Other salaries and wages					
Occupancy (rents)					
Other (including all operational and administrative expenses – attach sheet)					
TOTAL EXPENSES					
Excess of receipts over expenses					



**CALIFORNIA ASSOCIATION OF
WORKPLACE INVESTIGATORS**

California Association of Workplace Investigators, Inc.
770 L Street, Suite 950 • Sacramento, CA 95814 • Tel/Fax 916.760.2442 • info@caowi.org • www.caowi.org

January 15, 2010

Franchise Tax Board
PO Box 942857
Sacramento, CA 94257-4041

Re: Exemption Application, Form 3500

Dear Sir or Madam:

This letter is submitted as part of the Exemption Application, Form 3500, for California Association of Workplace Investigators, Inc. (CAOWI). The Form 3500 is enclosed.

In response to question 6b of Form 3500, CAOWI has two classes of membership, regular members and associate members. Regular members are active members of the State Bar of California, private investigators licensed by the Bureau of Security and Investigative Services of the State of California, or in-house workplace investigators. Associate members are those members who do not qualify as regular members. Regular members and associate members have equal voting rights. The only difference in the rights of the two classes of members is that no more than two out of the fifteen members of the Board of Directors may be associate members. This amounts to 13% of the Board members. Currently CAOWI has a total of 92 members, of which 13 are associate members. This amounts to 14% of the membership.

In response to question 7a of Form 3500, CAOWI was incorporated in California on May 6, 2009, and its articles of incorporation were amended on August 12, 2009. Copies of the articles of incorporation and the certificate of amendment of articles of incorporation are enclosed.

In response to question 7b of Form 3500, CAOWI's Bylaws were adopted September 25, 2009 and have not been amended since. A copy of the Bylaws is enclosed.

In response to question 7c of Form 3500, and in lieu of the Receipts and Expenses Statement which is part of Form 3500, enclosed please find copies of CAOWI's Profit and Loss Statement for 2009 and Balance Sheet as of December 31, 2009, and CAOWI's Budget for 2010. Please note that CAOWI carried over \$25,566.69 from 2009 into 2010, which more than covers the \$18,500 loss budgeted for 2010.

Board of Directors

Amy Oppenheimer, *President* • Cynthia L. Remmers, *Vice President* • Arthur F. Silbergeld, *Secretary* • John D. Weiss, *Treasurer*
Sue Ann Van Dermyden, *Assistant Secretary* • Walter Cochran-Bond, *Assistant Treasurer* • Suzanne M. Ambrose • Nancy Bornn
Barry Chersky • Mary Egan • Paul M. French • Marilou F. Mirkovich • Debra L. Reilly • Jody Shipper • Martha Wood
Stephen P. Angelides, *Executive Director*

Franchise Tax Board
January 15, 2010
Page 2.

In response to question 7d of Form 3500, the purpose of CAOWI is to promote and enhance workplace investigations in California. Workplace investigations are conducted by various professionals—internal human resources professionals, private investigators, internal auditors, loss prevention specialists, in-house counsel, attorneys who work as neutrals, attorneys who litigate but are acting as an investigator for the purposes of a particular investigation, outside consultants with human resources backgrounds, etc. Often the method and outlook of the investigator is the same, regardless of professional background; sometimes it differs. As one board member put it, the profession lacks a center. CAOWI will provide that center by providing a common set of practice principles and a professional organization affiliation for all of those who do workplace investigations. CAOWI will increase the professionalism of our work by developing best practices for investigations, writing and publishing articles about investigations, providing a forum for members to ask questions and learn from each other (both electronically and in person), and providing training for investigators.

In response to question 7e of Form 3500, the activities that CAOWI is conducting and will conduct are conducted by its committees, its President, and its Executive Director. The committees of CAOWI, the maximum number of members on each committee, and the activities conducted and to be conducted by each committee, are as follows:

Best Practices, Cynthia L. Remmers, Chair – maximum 12 members. Establish agreed upon best practices for workplace investigations and promote those best practices. Goal of publication of best practices document at one year mark. Committee should have representation and/or feedback from different constituencies – including attorneys who are full time neutrals, attorneys who also do defense work, attorneys who also do plaintiff work, private investigators from a law enforcement background, internal human resource professional, external human resource professional with PI license and external human resource professional without PI license.

Certification, Jody Shipper, Chair – maximum 12 members. Research and develop certification program for workplace investigators and report back on feasibility and desirability within one year. Develop plan for either doing this as an organization or under the umbrella of another organization.

Education, Sue Ann Van Dermyden, Chair – maximum 12 members. Plan and execute training programs and an annual conference. For the first year, plan an annual conference/meeting in Northern California for September or October 2010 and at least two regional training programs, one north and one south, which coordinate with the timing of the board meetings. Also investigate other forms of training including webinars, intensives on how to do an investigation and other topics and develop a plan for the 2010/2011 calendar year. The committee may want to break down into two sections: one for the annual conference and one for other training programs. The committee will have the assistance of the ED and the EC in budgeting and executing the logistics of the programs.

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January 15, 2010
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Ethics, Walter Cochran-Bond, Chair - maximum 12 members. Committee newly established by Board of Directors on December 7, 2009.

Legislation, Mary Egan, Chair – maximum 12 members. Review legislation relevant to workplace investigations. Lobby for changes in legislation, as appropriate. Educate members about impacts of legislation on the work that workplace investigators do. During the first year, determine whether changes in legislations relating to workplace investigations are desirable (especially Business and Professions code) and develop proposed legislation to remedy along with plan to institute changes; write articles for website and/or newsletter about the rules that impact workplace investigators in California. Determine whether a lobbyist is necessary or desirable and work with the ED and EC to budget for and engage such a person.

Publications, Debra L. Reilly, Chair – maximum 12 members. Write, edit and publish regular publications related to the work workplace investigators do. Produce newsletter, electronic updates and pamphlets about our work. In first year, produce quarterly electronic and/or print newsletter about workplace investigations – the practice, the law, the work that CAOWI is doing. Consider and report back on a brochure that educates the public and legal community about what workplace investigators do. The EC and ED will provide assistance in editing, producing and distributing the electronic or print publications.

Membership, Marilou F. Mirkovich, Chair – maximum 12 members. Do outreach to constituent groups to obtain members, find ways for members to integrate into and work with the organization. The committee should have representation from various parts of the state and various backgrounds (attorneys, PI's and HR professionals). The committee will develop a plan to obtain and retain members, including providing information for the website on member benefits. The committee will also investigate and implement, with the assistance of the ED and EC, member benefits CAOWI can provide, such as access to malpractice insurance for members, mentoring for new investigators, question/answer hotline, etc.

CAOWI's communications activities are conducted and will be conducted by CAOWI's President and Executive Director. They are as follows: Coordinate publicity to the public, communicate with members, maintain and update website, and print advertising materials. Produce announcements about the organization, provide copy for the website, and produce a postcard to be distributed to the public, along with a distribution plan. Work closely with the membership committee and the Executive Committee to develop communications and respond to inquiries about the organization.

In response to question 7f of Form 3500, the sources of income for CAOWI are membership dues and conferences and training sessions. Membership dues are \$150 for regular annual membership, \$1,000 for annual sustaining membership, and \$3,000 for

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lifetime sustaining membership. Currently CAOWI has 71 regular annual members, 16 annual sustaining members, and 5 lifetime sustaining members, for a total of 92 members. The only conference or training session the income and expenses of which will be handled by CAOWI which is currently scheduled is CAOWI's first annual conference on November 4, 5, and 6, 2010. A copy of the hotel contract for that conference is enclosed. CAOWI will be co-sponsoring one or two training sessions in June, 2010 with other organizations. However, the income and expenses of those training sessions will be handled by the co-sponsoring organizations, not CAOWI.

In response to question 7h of Form 3500, CAOWI is not a party to any lease.

In response to question 7i of Form 3500, CAOWI has a website at <http://www.caowi.org>. CAOWI publishes a monthly e-mail newsletter which is distributed to approximately 1,000 individuals who have expressed some interest in CAOWI. Copies of the monthly e-mail newsletters that have been published to date are posted on CAOWI's website. CAOWI also publishes a quarterly substantive publication. A copy of the first quarterly publication, scheduled to be published in January, 2010, will be posted on CAOWI's website when it is published. CAOWI has also produced a postcard which is mailed to people who might be interested in CAOWI. A copy of the postcard is enclosed.

Thank you for your consideration of CAOWI's Exemption Application. I hope this letter, the enclosed documents, and the enclosed Form 3500 will provide you the information you need to process it. In the event you require additional information, please do not hesitate to contact CAOWI's Executive Director, Stephen P. Angelides, at the address, telephone number, or e-mail above.

Sincerely yours,

Amy Oppenheimer
President

3199978

State of California
Secretary of State



I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

MAY 21 2009

DEBRA BOWEN
Secretary of State

3133370

ENDORSED - FILED
In the Office of the Secretary of State
of the State of California

MAY 06 2009

ARTICLES OF INCORPORATION

of

CALIFORNIA ASSOCIATION OF WORKPLACE INVESTIGATORS, INC.

I

The name of this corporation is CALIFORNIA ASSOCIATION OF WORKPLACE INVESTIGATORS, INC.

II

This corporation is a Nonprofit Mutual Benefit Corporation organized under the Nonprofit Mutual Benefit Corporation Law. The purpose of this corporation is to engage in any lawful act or activity, other than credit union business, for which a corporation may be organized under such law.

III

The specific purpose of this corporation is to promote and enhance workplace investigations in California.

IV

The name and address in the State of California for this corporation's initial agent for service of process is Stephen P. Angelides, 29 Corliss Drive, Moraga, California 94556.

V

Notwithstanding any of the above statements of purposes and powers, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the specific purposes of this corporation.

Stephen P. Angelides

Stephen P. Angelides, Incorporated



A0695184

State of California
Secretary of State



I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 3 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

AUG 28 2009

Debra Bowen

DEBRA BOWEN
Secretary of State

A0695184

ENDORSED - FILED
in the Office of the Secretary of State
of the State of California

AUG 12 2009

**CERTIFICATE OF AMENDMENT OF ARTICLES OF
INCORPORATION OF**

CALIFORNIA ASSOCIATION OF WORKPLACE INVESTIGATORS, INC.

A California Nonprofit Mutual Benefit Corporation

Stephen P. Angelides certifies that:

1. He is the sole incorporator of CALIFORNIA ASSOCIATION OF WORKPLACE INVESTIGATORS, INC., a California nonprofit mutual benefit corporation (hereinafter the "Corporation").
2. The Corporation has no members.
3. Directors of the Corporation were not named in the articles of incorporation of the Corporation and have not been elected.
4. The articles of incorporation of the Corporation are hereby amended to read as set forth in full as follows:

I

The name of this Corporation is CALIFORNIA ASSOCIATION OF WORKPLACE INVESTIGATORS, INC.

II

This Corporation is a nonprofit mutual benefit corporation organized under the Nonprofit Mutual Benefit Corporation Law. The purpose of this Corporation is to engage in any lawful act or activity, other than credit union business, for which a corporation may be organized under such law.

III

The specific purpose of this corporation is to promote and enhance workplace investigations in California.

IV

This Corporation is not organized for profit, nor is it organized to engage in any activity ordinarily carried on for profit. No part of the net earnings of the Corporation shall inure to the benefit of any private shareholder or individual.

V

It is intended that this Corporation shall have the status of a corporation which is exempt from federal income taxation under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(6) of the Internal Revenue Code, and which is exempt from California income taxation under Section 23701e of the California Revenue and Taxation Code. These Articles shall be construed accordingly, and all powers and activities of the Corporation shall be limited accordingly.

VI

Solely for the above purposes, the Corporation is empowered to exercise all rights and powers conferred by the laws of the State of California upon nonprofit corporations. Notwithstanding any of the above statements of purposes and powers, this Corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the specific purposes of this Corporation.

VII

Upon the dissolution and winding up of the Corporation, the assets of the Corporation remaining after payment, or provision for payment, of all debts and liabilities of the Corporation, shall be distributed exclusively for charitable purposes to one or more organizations which have established their tax exempt status under Internal Revenue Code Section 501(c)(3). Any of such assets not so distributed shall be distributed by the Superior Court in the county in which the Corporation's principal office is then located, exclusively for charitable purposes to such organization or organizations as are then described in Internal Revenue Code Section 501(c)(3) as said Court shall determine.

VIII

The Corporation shall have members as defined in Section 5056 of the California Nonprofit Corporation Law. The authorized number and qualifications of the members of the Corporation, the different classes of membership, if any, the property, voting and other rights and privileges of each class of membership, and the liabilities of each or all classes to dues and assessments, if any, and the method of collection thereof, shall be set forth in the Bylaws of the Corporation.

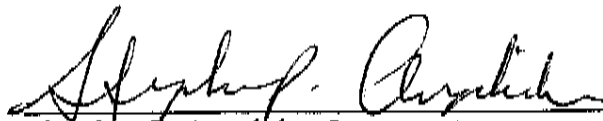
IX

The name and address in the State of California of the Corporation's initial agent for service of process are: Stephen P. Angelides, 29 Corliss Drive, Moraga, California 94556.

X


All references in these Articles to sections of the Internal Revenue Code shall be deemed to be references to the Internal Revenue Code of 1986, as amended, and to the corresponding provisions of any similar law subsequently enacted. All references in these Articles to sections of the California Revenue and Taxation Code shall be deemed to be references to said Code and to the corresponding provisions of any similar law subsequently enacted.

Dated: August 9, 2009


Stephen P. Angelides, Incorporator

Verification

Stephen P. Angelides declares under penalty of perjury under the laws of the State of California that the statements in the foregoing certificate are true and correct of his own personal knowledge and that this declaration was executed on August 9, 2009, at Moraga, California.


Stephen P. Angelides, Incorporator



BYLAWS
OF
CALIFORNIA ASSOCIATION OF WORKPLACE
INVESTIGATORS, INC.
A California Nonprofit Mutual Benefit Corporation

Adopted September 25, 2009

BYLAWS
OF
CALIFORNIA ASSOCIATION OF WORKPLACE INVESTIGATORS,
INC.

A California Nonprofit Mutual Benefit Corporation

ARTICLE 1 NAME, OFFICE AND PURPOSES

1.1. Name. The name of this Corporation (the "Corporation") is CALIFORNIA ASSOCIATION OF WORKPLACE INVESTIGATORS, INC.

1.2. Offices of the Corporation.

A. Principal Office. The Principal Office for the transaction of the activities, affairs, and business of the Corporation (the "Principal Office") is located at 770 L Street, Suite 950, Sacramento, California 95814. The Board of Directors (the "Board") may change the Principal Office from one location to another. Any change of location of the Principal Office shall be noted by the Secretary on these Bylaws opposite this Section, or this Section may be amended to state the new location.

B. Other Offices. The Board may at any time establish branch or subordinate offices at any place or places where the Corporation is qualified to conduct its activities.

1.3. Purposes and Limitations.

A. General Purpose. This Corporation is a Nonprofit Mutual Benefit Corporation organized under the Nonprofit Mutual Benefit Corporation Law. The purpose of this Corporation is to engage in any lawful act or activity, other than credit union business, for which a corporation may be organized under such law.

B. Specific Purpose. The specific purpose of this Corporation is to promote and enhance workplace investigations in California.

C. Limitations.

(1) Notwithstanding any of the above statements of purposes and powers, this Corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the specific purpose of this Corporation.

(2) Neither this Corporation nor its Members shall discuss, engage in, facilitate or condone activities that restrain competition or otherwise violate state or federal law.

ARTICLE 2 NONPROFIT LIMITATIONS

2.1. Exempt Activities. It is intended that this Corporation shall have the status of a corporation which is exempt from federal income taxation under Section 501(a) of the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code") as an organization described in Internal Revenue Code Section 501(c)(6), and which is exempt from California income taxation under Section 23701e of the California Revenue and Taxation Code. These Bylaws shall be construed accordingly, and all powers and activities of the Corporation shall be limited accordingly. Solely for the purposes and within the limitations described in Section 1.3 above, the Corporation is empowered to exercise all rights and powers conferred by the laws of the State of California upon nonprofit corporations.

2.2. No Activities Not in Furtherance of Exempt Purposes. The Corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the specific purpose of this Corporation described in Section 1.3 above.

2.3. No Private Inurement. No part of the net earnings, properties, or assets of the Corporation, upon dissolution or otherwise, shall inure to the benefit of any Director, Officer or Member of this Corporation or to any private person or individual.

2.4. Distribution of Assets on Liquidation. Upon the dissolution and winding up of the Corporation, the assets of the Corporation remaining after payment, or provision for payment, of all debts and liabilities of the Corporation, shall be distributed exclusively for charitable purposes to one or more organizations which have established their tax exempt status under Internal Revenue Code Section 501(c)(3). Any of such assets not so distributed shall be distributed by the Superior Court in the county in which the Corporation's Principal Office is then located, exclusively for charitable purposes to such organization or organizations as are then described in Internal Revenue Code Section 501(c)(3) as said Court shall determine.

ARTICLE 3 MEMBERS

3.1. Classes and Qualifications.

A. Classes. The Corporation shall have two classes of members, designated as Regular Members and Associate Members (the "Members").

B. Regular Members. Any natural person of sound mind who is dedicated to the specific purpose of the Corporation shall be eligible to join the Corporation as a Regular Member upon approval of the membership application by the Board or its designee and upon timely payment of dues, fees, and assessments in accordance with Section 3.3 below if the person is:

- (1) an active member of the State Bar of California; or

(2) a Private Investigator licensed by the Bureau of Security and Investigative Services of the California Department of Consumer Affairs; or

(3) employed exclusively and regularly by a specified employer and performs investigations as defined in Section 7521 of the California Business and Professions Code in, and only in, the course and scope of that employment, and is exempted from licensure as a Private Investigator by Section 7522(a) of the California Business and Professions Code.

C. Associate Members. Any natural person of sound mind who is dedicated to the specific purpose of the Corporation who is not qualified to become a Regular Member shall be eligible to join the Corporation as an Associate Member upon approval of the membership application by the Board or its designee and upon timely payment of dues, fees, and assessments in accordance with Section 3.3 below.

D. Other Classes and Qualifications. The Board may establish, from time to time, such other qualifications for eligibility to join the Corporation as a Member, and such other classes of Members, as it determines is in the best interests of the Corporation.

3.2. Rights of Members. Members shall be statutory members within the meaning of Section 5056 of the California Nonprofit Corporation Law. Each Member shall have the right to vote, as set forth in these Bylaws, on the election, removal and replacement of Directors; on the disposition of all or substantially all of the assets of the Corporation; on any merger and its principal terms and any amendment of those terms; and on any election to dissolve the Corporation. In addition, each Member shall have all other rights afforded members under the California Nonprofit Mutual Benefit Corporation Law.

3.3. Dues, Fees and Assessments. The Board shall, from time to time, fix the amount of dues, fees and assessments to be paid by Members. The Board may, in its discretion, set different dues, fees and assessments for different classes of Members, but the dues, fees and assessments shall be equal for all Members of each class. Each Member must pay, within the time and on the conditions set by the Board, the dues, fees and assessments set by the Board pursuant to this Section and subject to the approval of the Board, a Member may pay all or part of its dues, fees and assessments with property other than cash, including the provision to the Corporation of such Member's services at a discount.

3.4. Good Standing. Members who have paid the required dues, fees, and assessments in accordance with these Bylaws and whose membership has not been terminated in accordance with the provisions of Section 3.5 hereof shall be Members in good standing.

3.5. Termination of Membership.

A. Causes of Termination. A Member's status as such shall terminate on the occurrence of any of the following events:

(1) Death or dissolution of the Member;

(2) Declaration by court order that the Member is of unsound mind;

(3) Conviction of the Member of a felony;

(4) Resignation of the Member, upon written notice to the Corporation;

(5) Failure of the Member to pay dues, fees, or assessments as set by the Board within sixty (60) days after they are due and payable;

(6) Occurrence of any event that renders the Member ineligible for the applicable class of membership in accordance with the provisions of Section 3.1 hereof, or the failure to satisfy the qualifications for such; or

(7) Expulsion of the Member, based on the good faith determination by the Board, or a committee or person authorized by the Board to make such a determination, that the Member has materially failed to comply with the Bylaws or policies of the Corporation, or has engaged in conduct materially prejudicial to the purposes or interests of the Corporation.

B. Procedure for Expulsion. If grounds appear to exist for expulsion of a Member under Section 3.5.A.5 of these Bylaws, the procedure set forth below shall be followed:

(1) Written notice of the proposed expulsion, the proposed effective date, and the reasons therefore, shall be sent to the Member at least twenty (20) days before the proposed effective date of the expulsion.

(2) The Member shall be given an opportunity to be heard, either orally or in writing, at least five (5) days before the proposed effective date of the expulsion. Written notice of the opportunity to be heard shall be sent to the Member at least fifteen (15) days before the opportunity to be heard. The hearing shall be held, or the written statement considered, by the Board or by a committee or person authorized by the Board to determine whether the expulsion should take place.

(3) The Board, committee, or person shall decide whether or not the Member shall be expelled. The deciding body may impose some lesser punishment, including suspension or some other sanction. The deciding body shall send the Member written notice of the decision at least five (5) days before the effective date of the expulsion or other sanction. The decision of the Board, committee, or person shall be final.

(4) Notice of proposed expulsion, of the opportunity to be heard before expulsion, and of the decision regarding expulsion or other sanction shall be sent by first-class mail and shall be addressed to the Member at the address of that Member as it appears on the books of the Corporation. If no address appears on the Corporation's books notice shall be deemed to have been given if notice is sent to that Member by first-class mail or facsimile to the Corporation's Principal Office.

(5) Any action challenging an expulsion or some other sanction, including a claim alleging defective notice, must be commenced within one (1) year after the effective date of the expulsion or other sanction.

3.6. Transfer of Memberships. No membership or right arising from membership shall be transferred.

3.7. Meetings of Members.

A. Place of Meeting. Meetings of the Members shall be held at any place within or outside California designated by the Board. In the absence of any such designation, meetings of the Members shall be held at the Principal Office. Each Member shall be entitled to be represented by proxy at all meetings of the Members. The Board may authorize Members who are not present in person to participate in meetings of the Members by electronic transmission by and to the Corporation or electronic video communication (“electronically”) in accordance with these Bylaws.

B. Authority for Electronic Meetings. If authorized by the Board in its sole discretion, and subject to the requirements of consent in Corporations Code §20(b) and any procedures the Board may adopt, Members not physically present in person or by proxy at a meeting of the Members may participate electronically in a meeting of the Members, be deemed present in person or by proxy, and vote at a meeting of the Members whether that meeting is to be held at a designated place or in whole or in part electronically, subject to the requirements of these Bylaws.

C. Requirements for Electronic Meetings. A meeting of the Members may be conducted in whole or in part electronically (1) if the Corporation implements reasonable measures to provide Members participating electronically in person or by proxy a reasonable opportunity to participate in the meeting and to vote on matters submitted to the Members, including an opportunity to vote by ballot if applicable, and including an opportunity to read or hear the proceedings of the meeting substantially concurrently with those proceedings, and (2) if any Member participating electronically in person or by proxy votes or takes other action at the meeting electronically, a record of that vote or action is maintained by the Corporation. Any request by the Corporation to a Member pursuant to Corporations Code §20(b) for consent to conduct a meeting of the Members electronically shall include a notice that absent consent of the Member pursuant to Corporations Code §20(b), the meeting shall be held at a physical location in accordance with Section 3.7.A of these Bylaws.

D. Annual Meeting of the Members. A general meeting of the Members shall be held at least annually at such time as the Board may determine. Unless elected by written ballot, directors shall be elected at this meeting. Any other proper business may be transacted at this meeting.

E. Special Meetings of the Members.

(1) Persons Authorized To Call. The Board or the President or 5 percent or more of the Members may call a special meeting of the Members for any lawful purpose at any time.

(2) Special Meeting Called by Other Than the Board. A special meeting called by any person entitled to call a special meeting of the Members other than the Board shall be called by written request, specifying the general nature of the business proposed to be transacted, and addressed to the attention of and submitted to the President or any Vice President or the Secretary of the Corporation. The officer receiving the request shall cause notice to be given promptly to the Members entitled to vote, under Section 3.7.F of these Bylaws, stating that a meeting will be held at a specified time and date fixed by the Board. However, the meeting date shall be at least 35 but no more than 90 days after receipt by the officer of the request. If the notice is not given within 20 days after the request is received, the person or persons requesting the meeting may give the notice. Nothing in this Section shall be construed as limiting, fixing, or affecting the time at which a meeting of the Members may be held when the meeting is called by the Board.

(3) Proper Business of Special Meetings. No business, other than the business the general nature of which was set forth in the notice of the meeting, may be transacted at special meetings of the Members.

F. Notice Requirements for Meetings of the Members.

(1) General Notice Requirements. Whenever Members are required or permitted to take any action at a meeting, a written notice of the meeting shall be given, under Section 3.7.F of these bylaws, to each Member entitled to vote at that meeting. The notice shall be sent at least 10 but no more than 90 days before the meeting date. The notice shall specify the place, date, and hour of the meeting, and the means, if any, by which Members may electronically participate in the meeting. For the annual meeting, the notice shall state the matters that the Board, at the time notice is given, intends to present for action by the Members. For a special meeting, the notice shall state the general nature of the business to be transacted and shall state that no other business may be transacted. The notice of any meeting at which Directors are to be elected shall include the names of all persons who are nominees when notice is given.

(2) Notice of Certain Agenda Items. Approval by the Members of any of the following proposals, other than by unanimous approval by those entitled to vote, is valid only if the notice states the general nature of the proposal or proposals:

- (a) Removing a Director without cause;
- (b) Filling vacancies on the Board;
- (c) Amending the Articles of Incorporation;

(d) Electing to wind up and dissolve the Corporation;

(e) Approving a contract or transaction between the Corporation and one or more Directors, or between the Corporation and any entity in which a Director has a material financial interest; or

(f) Approving a plan of distribution of assets, other than money, not in accordance with liquidation rights of any class or classes as specified in the Articles of Incorporation or Bylaws, when the Corporation is in the process of winding up.

(3) Manner of Giving Notice.

(a) Mail or Electronic Transmission. The notice shall be sent by first-class mail or by electronic transmission.

(b) Address. The notice shall be addressed to each Member entitled to vote at the meeting, at the mailing or electronic address of that Member as it appears on the books of the Corporation. If no such address appears on the Corporation's books notice shall be deemed to have been given if notice is sent to that Member by first-class mail or facsimile to the Corporation's Principal Office.

(c) Returned Mail. If any notice addressed to the Member at the mailing address of the Member appearing on the books of the Corporation is returned to the Corporation by the United States Postal Service marked to indicate that the United States Postal Service is unable to deliver the notice to the Member at the address, all future notices shall be deemed to have been duly given without further mailing if the same shall be available for the Member upon written demand of the Member at the Principal Office of the Corporation for a period of one year from the date of the giving of the notice to all other Members.

(d) Electronic Notice Requirements. Notice given by electronic transmission by the Corporation shall be valid only if:

- i. delivered by (a) facsimile telecommunication or electronic mail when directed to the facsimile number or electronic mail address, respectively, for that recipient on record with the Corporation; (b) posting on an electronic message board or network that the Corporation has designated for those communications, together with a separate notice to the recipient of the posting, which transmission shall be validly delivered on the later of the posting or transmission of the separate notice of it; or (c) other means of electronic communication;
- ii. to a recipient who has provided an unrevoked consent to the use of those means of transmission for communications that satisfies the requirements applicable to consumer consent to

electronic record as set forth in the Electronic Signatures in Global and National Commerce Act (15 United States Code §7001(c)(1)); and

- iii. that creates a record that is capable of retention, retrieval, and review, and that may thereafter be rendered into clearly legible tangible form.

(e) Conditions Precluding Electronic Notice. Notwithstanding the foregoing, notice shall not be given by electronic transmission by the Corporation after either of the following:

- i. the corporation is unable to deliver two consecutive notices to the Member by that means; or
- ii. the inability so to deliver the notices to the Member by that means becomes known to the Secretary, any Assistant Secretary, or any other person responsible for the giving of the notice.

(4) Declaration of Mailing or Electronic Transmission. A declaration under penalty of perjury of the mailing or electronic transmission of any notice of any meeting of the Members may be executed by the Secretary, Assistant Secretary, or any transfer agent of the Corporation, and if so executed, shall be filed and maintained in the Corporation's minute book.

G. Quorum. One-third of the voting power, in person or by proxy, shall constitute a quorum for the transaction of business at any meeting of the Members. Except as otherwise required by law, the Articles of Incorporation, or these Bylaws, the Members present at a duly called or held meeting of the Members at which a quorum is present may continue to transact business until adjournment, even if enough Members have withdrawn to leave less than a quorum, if any action taken, other than adjournment, is approved by at least a majority of the Members required to constitute a quorum.

H. Voting.

(1) Eligibility To Vote. Subject to the California Nonprofit Mutual Benefit Corporation Law, Regular Members and Associate Members in good standing as determined under Section 3.4 of these Bylaws on the record date as determined under Section 3.9 of these Bylaws shall be entitled to vote at any meeting of the Members.

(2) Manner of Voting. Voting may be by voice or by ballot, except that any election of Directors must be by ballot if demanded before the voting begins by any Member at the meeting.

(3) Voting. Each Member entitled to vote shall be entitled to cast one vote in person or by proxy on each matter submitted to a vote of the Members. Cumulative voting is not authorized.

(4) Approval by Majority Vote. If a quorum is present, the affirmative vote of a majority of the voting power represented at the meeting, entitled to vote and voting on any matter, shall be deemed the act of the members unless the vote of a greater number, or voting by classes, is required by the California Nonprofit Mutual Benefit Corporation Law or by the Articles of Incorporation.

(5) Written Waiver or Consent. The transactions of any meeting of the Members, however called or noticed and wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if (a) a quorum is present either in person or by proxy, and (b) either before or after the meeting, each Member entitled to vote, who is not present in person or by proxy, signs a written waiver of notice, a consent to the holding of the meeting, or an approval of the minutes. The waiver of notice, consent, or approval need not specify either the business to be transacted or the purpose of any meeting of the Members, except that if action is taken or proposed to be taken for approval of any of those matters specified in Section 3.7.F(2) of these Bylaws, the waiver of notice, consent, or approval shall state the general nature of the proposal. All such waivers, consents, or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

(6) Waiver by Attendance. A Member's attendance at a meeting shall also constitute a waiver of notice of and presence at that meeting, unless the Member objects at the beginning of the meeting to the transaction of any business because the meeting was not lawfully called or convened. However, attendance at a meeting without such an objection is not a waiver of any right to object to the consideration of matters required to be included in the notice of the meeting but not so included, if that objection is expressly made at the meeting.

3.8. Actions Without Meetings.

A. Action By Unanimous Written Consent. Any action required or permitted to be taken by the Members may be taken without a meeting, if all Members consent in writing to the action. The written consent or consents shall be filed with the minutes of the proceedings. The action by written consent shall have the same force and effect as the unanimous vote of the Members.

B. Action by Written Ballot. Any action that Members may take at any meeting of the Members may also be taken without a meeting by complying with this section of these Bylaws.

(1) Solicitation of Ballots. The Corporation shall send one written ballot to each Member entitled to vote on the matter. All solicitations of votes by written ballot shall (a) state the number of responses needed to meet the quorum requirement; (b) state, with respect to ballots other than for election of Directors, the percentage of approvals necessary to

pass the measure or measures; and (c) specify the time by which the ballot must be received in order to be counted. Ballots shall be sent in the manner specified in Section 3.7.F(3) of these Bylaws for notice of meetings of the Members.

(2) Declaration of Mailing. A declaration under penalty of perjury of the mailing or electronic transmission of any written ballot may be executed by the Secretary, Assistant Secretary, or any transfer agent of the Corporation, and if so executed, shall be filed and maintained in the Corporation's minute book.

(3) Ballots. Each ballot so distributed shall (a) set forth the proposed action or actions; (b) give the Member an opportunity to specify a choice between approval or disapproval of each proposal or group of related proposals; (c) provide, subject to reasonable specified conditions, that where the Member specifies a choice with respect to any such matter the vote shall be cast in accordance therewith; and (d) provide a reasonable time in which to return the ballot to the Corporation. In any election of Directors by written ballot without a meeting, a written ballot that a Member marks "withhold," or otherwise marks in a manner indicating that authority to vote is withheld, shall not be voted either for or against the election of a Director.

(4) Approval Requirements. Approval by written ballot shall be valid only when (1) the number of votes cast by ballot, including ballots that are marked "withhold" or otherwise indicate that authority to vote is withheld, within the time specified, equals or exceeds the quorum required to be present at a meeting authorizing the action, and (2) the number of approvals equals or exceeds the number of votes that would be required for approval at a meeting at which the total number of votes cast was the same as the number of votes cast by written ballot without a meeting.

(5) Written Ballots As Irrevocable. A written ballot may not be revoked.

(6) Filing Ballots. All written ballots shall be filed with the Secretary of the Corporation and maintained in the corporate records for at least two years.

3.9. Record Date for Notice, Voting, Written Ballots, and Other Actions.

A. Record Date Determined by Board. For purposes of determining the Members entitled to notice of any meeting, to vote at any meeting, to vote by written ballot, or to exercise any rights with respect to any lawful action, the Board may fix, in advance, a record date. The record date so fixed for:

(1) Sending notice of a meeting shall be no more than ninety (90) nor less than ten (10) days before the date of the meeting;

(2) Voting at a meeting shall be no more than sixty (60) days before the date of the meeting;

(3) Voting by written ballot shall be no more than sixty (60) days before the day on which the first written ballot is mailed or solicited; and

(4) Taking any other action shall be no more than sixty (60) days before that action.

B. Record Date Not Determined by Board.

(1) Record Date for Notice or Voting. If not otherwise fixed by the Board, the record date for determining Members entitled: (a) to receive notice of a meeting shall be the business day next preceding the day on which notice is given or, if notice is waived, the business day next preceding the day on which the meeting is held; and (b) to vote at the meeting shall be the day on which the meeting is held.

(2) Record Date for Action by Written Ballot. If not otherwise fixed by the Board, the record date for determining Members entitled to vote by written ballot shall be the day on which the first written ballot is mailed or solicited.

(3) Record Date for Other Actions. If not otherwise fixed by the Board, the record date for determining Members entitled to exercise any rights with respect to any other lawful action shall be the date on which the Board adopts the resolution relating to that action, or the sixtieth (60th) day before the date of that action, whichever is later.

C. Members of Record. For purposes of Article III of these Bylaws, a person holding a membership in the Corporation at the close of business on the record date shall be a Member of record.

3.10. Proxies.

A. Right of Members. Each Member entitled to vote at a meeting of the Members shall have the right to do so either in person or through its agents authorized by a written proxy, signed by the Member and filed with the Secretary of the Corporation. A proxy shall be deemed signed when executed by the Member or by the Member's attorney-in-fact, whether manually or by facsimile.

B. Solicited Proxies. Any form of proxy distributed to 10 or more Members shall give the Member an opportunity to specify a choice between approval and disapproval of each matter or group of related matters and, subject to reasonable specified conditions, shall provide that, when the person solicited specifies a choice in any such matter, the vote shall be cast according to that specification. In an election of Directors, any form of proxy that a Member marks "withhold," or otherwise marks in a manner indicating that authority to vote for the election of Directors is withheld, shall not be voted either for or against the election of a Director.

C. Requirement That General Nature of Subject of Proxy Be Stated. Any revocable proxy covering matters for which a vote of the Members is required shall not be valid

unless the proxy sets forth the general nature of the matter to be voted on. Such matters include amendments to the Articles of Incorporation; amendments to the Bylaws changing proxy rights; removal of Directors without cause; filling vacancies on the Board; the sale, lease, exchange, conveyance, transfer, or other disposition of all or substantially all assets of the Corporation; the principal terms of a merger or the amendment of a merger agreement; the election to dissolve the Corporation; contracts or transactions between the Corporation and one or more Directors or between the Corporation and an entity in which a Director has a material financial interest; or a plan of distribution of assets other than money to members when the Corporation is in the process of winding up, when the distribution is not in accordance with liquidation rights of any class or classes.

D. Expiration and Revocability. No proxy shall be valid after the expiration of 11 months from the date of the proxy, unless provided otherwise in the proxy, except that the maximum term of a proxy shall be 3 years after the date of execution. The revocability of a proxy that states on its face that it is irrevocable shall be governed by Corporations Code §7613. A validly executed proxy that does not state that it is irrevocable shall continue in full force and effect until either

(1) It is revoked by the Member executing it before the vote is cast under that proxy, (a) by a writing delivered to the Corporation stating that the proxy is revoked, (b) by a subsequent proxy executed by that Member and presented to the meeting or filed with the Secretary of the Corporation, or (c) as to any meeting, by the Member's personal attendance and voting at the meeting, or

(2) Written notice of the death or incapacity of the maker of the proxy is received by the Corporation before the vote under the proxy is counted.

ARTICLE 4 ASSOCIATES

4.1. Other Persons Associated With the Corporation . The Corporation may refer to other persons or entities associated with it as "members," even though those persons or entities are not voting Members as set forth in Article 3 of these Bylaws, but no such reference shall constitute anyone as a member within the meaning of Section 5056 of the California Nonprofit Corporation Law unless that person or entity shall have qualified for a voting membership under Article 3 of these Bylaws. By amendment of its Articles of Incorporation or these Bylaws, the Corporation may grant some or all of the rights of a Member of any class to any person or entity associated with the Corporation that does not have the right to vote on the matters specified in Article 3 of these Bylaws, but no such individual or entity shall be a Member within the meaning of Section 5056 of the California Nonprofit Corporation Law.

ARTICLE 5 BOARD OF DIRECTORS

5.1. General Powers of Board. Subject to the provisions and limitations of the California Nonprofit Mutual Benefit Corporation Law and any other applicable laws, and subject to any limitations in the Articles of Incorporation or these Bylaws regarding actions that require the approval of the Members, the Corporation's activities and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board.

5.2. Specific Powers. Without prejudice to the general powers set forth in Section 5.1 of these Bylaws, but subject to the same limitations, the Board shall have the power to:

A. Appoint and remove, at the pleasure of the Board, any of the Corporation's Officers, agents, and employees, subject to the rights, if any, of any Officer, agent or employee under any contract of employment; prescribe powers and duties for them that are consistent with law, with the Articles of Incorporation, and with these Bylaws; and fix their compensation and require from them security for faithful performance of their duties.

B. Change the Principal Office or the principal business office in California from one location to another, cause the corporation to be qualified to conduct its activities in any other state, territory, dependency, or country; conduct its activities in or outside California, and designate any place within or outside California for holding any meeting of the Members.

C. Borrow money and incur indebtedness on behalf of the Corporation and cause to be executed and delivered for the Corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.

5.3. Number and Qualifications of Directors. The authorized number of Directors shall be fifteen (15), of which no more than two (2) shall be Associate Members in good standing, and the remainder shall be Regular Members in good standing.

5.4. Nomination, Election and Term of Office of Directors.

A. Committee Nominations. The President shall appoint a committee of Members to nominate qualified candidates for election as Directors at least 90 days before the date of any election of Directors, or by such other time as the Board may set. The nominating committee shall make its report at least 45 days before the date of the election, or by such other time as the Board may set. If Directors are elected without a meeting the nominees reported by the nominating committee shall be the only candidates.

B. Floor Nominations. When a meeting of the Members is held for the election of Directors, any Member present at the meeting in person or by proxy may also place names in nomination.

C. Nominee's Right to Solicit Votes. The Board shall formulate procedures that allow a reasonable opportunity for a nominee to communicate to Members the nominee's

qualifications and the reasons for the nominee's candidacy, a reasonable opportunity for the nominee to solicit votes, and a reasonable opportunity for the Members to choose among the nominees.

D. Use of Corporate Funds. If more people have been nominated for Director than can be elected, no corporate funds may be expended to support a nominee without the Board's authorization.

E. Election. The Directors of the Corporation shall be elected annually by the Members at the Annual Meeting of the Members, or without a meeting as provided in Section 3.8 of these Bylaws.

F. Term of Office. Except as provided in Section 5.4.G below, Directors shall be elected for a term of two (2) years each. Each Director may serve an unlimited number of consecutive terms. Each Director shall hold office until expiration of the term for which elected and until a successor is elected and qualified, unless the Director's office becomes vacant before the term of office expires pursuant to Section 5.5 below.

G. Initial Terms of Initial Directors. Eight (8) of the initial Directors shall serve initial terms of two (2) years each. Seven (7) of the initial Directors shall serve initial terms of one (1) year each.

H. Past Presidents. Each past president of the Corporation shall serve as an ex-officio non-voting member of the Board, unless he or she is also a Director, or declines to serve, or unless the Board decides otherwise.

5.5. Vacancies on Board.

A. Events Causing Vacancy. A vacancy or vacancies on the Board shall exist on the occurrence of the following:

- (1) the death or resignation of any Director;
 - (2) the declaration by resolution of the Board of a vacancy in the office of a Director who has been declared of unsound mind by an order of court or convicted of a felony, or, if the Corporation holds assets in charitable trust, has been found by a final order or judgment of any court to have breached a duty arising under Section 7238 of the California Corporations Code;
 - (3) the increase in the authorized number of Directors;
 - (4) the failure of a Director to satisfy or maintain the qualifications set forth in Section 5.3 above;
 - (5) the removal of a Director pursuant to Section 5.5.B or 5.5.C
- below; or

(6) the failure of the Members, at any meeting or action without a meeting in which any Director is to be elected, to elect the number of Directors required to fill vacancies on the Board as of the date of that meeting or action without a meeting.

B. Removal by Board. A Director may be removed upon the decision of a majority of the remaining Directors that said Director has failed in a material way to fulfill his or her duties as a Director, or has materially failed to comply with the Bylaws or policies of the Corporation, or has engaged in conduct materially prejudicial to the purposes or interests of the Corporation.

C. Removal by Members. If the Corporation has fewer than 50 Members, a Director may be removed with or without cause if the removal is approved by a majority of all Members. If the Corporation has 50 or more Members, a Director may be removed with or without cause if the removal is approved by the Members.

D. Resignations. Any Director may resign by giving written notice to the President or to the Secretary or to the entire Board. The resignation shall be effective when the notice is given unless it specifies a later time for the resignation to become effective. Unless otherwise specified in the notice, the resignation need not be accepted to be effective. If a Director's resignation is effective at a later time, the Board may elect a successor to take office as of the date when the resignation becomes effective.

E. Filling Vacancies. Except for a vacancy created by the removal of a Director by the Members, vacancies on the Board may be filled by approval of the Board or by the sole remaining Director. The Members may elect a Director at any time to fill any vacancy not filled by the Directors. A Director elected to fill a vacancy shall serve the unexpired portion of the term of office of the vacated position.

F. No Vacancy on Reduction of Number of Directors. No reduction in the authorized number of Directors shall have the effect of removing any Director before that Director's term of office expires.

5.6. Directors' Meetings.

A. Place of Meetings. Meetings of the Board shall be held at any place within or outside California that has been designated by resolution of the Board or in the notice of the meeting or, if not so designated, at the Principal Office.

B. Meetings by Telecommunication. Any Board meeting may be held in whole or in part by conference telephone, video screen communication, or other communications equipment. Participation in a Board meeting under this Section shall be deemed to constitute presence in person at the meeting if both of the following apply:

(1) Each Director participating in the meeting can communicate concurrently with all other Directors.

(2) Each Director is provided the means of participating in all matters before the Board, including the capacity to propose, or to interpose an objection to, a specific action to be taken by the Board.

C. Annual Meeting. Immediately after each Annual Meeting of the Members, the Board shall hold a regular meeting in order to elect officers and transact any other business which may be required. Notice of this meeting is not required.

D. Other Regular Meetings. Other regular meetings of the Board may be held without notice at such time and place as the Board may fix from time to time.

E. Special Meetings.

(1) Authority To Call. Special meetings of the Board for any purpose may be called at any time by the President, any Vice President, or any two (2) Directors.

(2) Notice. Notice of the time and place of special meetings shall be given to each Director by (a) personal delivery of written notice; (b) first-class mail, postage prepaid; (c) telephone, including a voice messaging system or other system or technology designed to record and communicate messages; or by electronic transmission, either directly to the Director or to a person at the Director's office who would reasonably be expected to communicate that notice promptly to the Director by (d) facsimile; (e) electronic mail; or (f) other electronic means. All such notices shall be given or sent to the Director's address or telephone number as shown on the Corporation's records. Notices sent by first-class mail shall be deposited in the United States mail at least seven (7) days before the time set for the meeting. Notices given by personal delivery, telephone, or electronic transmission shall be delivered, telephoned, or sent, respectively, at least forty-eight (48) hours before the time set for the meeting. The notice shall state the time of the meeting and the place, if the place is other than the Corporation's Principal Office. The notice need not specify the purpose of the meeting.

F. Waiver of Notice. The transactions of any meeting of the Board, however called and noticed and wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (1) a quorum is present and (2) either before or after the meeting, each of the Directors not present signs a written waiver of notice, a consent to holding of the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. All waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting at its commencement the lack of proper notice.

G. Quorum. Six (6) voting Directors shall constitute a quorum for the transaction of business, except to adjourn. Every action taken or decision made by a majority of the Directors present at a meeting held at which a quorum is present shall be the action or decision of the Board, subject to the provisions of the California Nonprofit Mutual Benefit Corporation Law. The Directors may continue to transact business at a meeting at which a

quorum is initially present, despite the withdrawal of Directors, if any action taken or decision made is approved by at least a majority of the required quorum for that meeting.

H. Conduct of Meetings. Meetings of the Board shall be presided over by the President of the Corporation, or, in his or her absence, by a Vice-President of the Corporation, or, in the absence of each of these persons, by a chair chosen by a majority of the Directors present at the meeting. The Secretary of the Corporation shall act as secretary of all meetings of the Board, provided that in the absence of the Secretary and any Assistant Secretary, the presiding officer shall appoint another person to act as secretary of the meeting.

I. Adjournment. A majority of the Directors present, whether or not a quorum is present, may adjourn any meeting to another time and place.

J. Notice of Adjourned Meeting. Notice of the time and place of holding an adjourned meeting need not be given, unless the meeting is adjourned for more than twenty-four (24) hours, in which case notice of the time and place shall be given before the time of the adjourned meeting to the Directors who were not present at the time of the adjournment. This notice may be waived in the same manner as set forth under Section 5.6.F.

5.7. Action Without a Meeting. Any action required or permitted to be taken by the Board may be taken without a meeting if all members of the Board, individually or collectively, consent in writing to that action. Such action by written consent shall have the same force and effect as a unanimous vote of the Board. Such written consent or consents shall be filed with the minutes of the proceedings of the Board. Any certificate or other document filed under any provision of law which relates to action so taken shall state that the action was taken by unanimous written consent of the Board without a meeting and that the Bylaws of this Corporation authorize the Directors to so act, and such statement shall be prima facie evidence of such authority.

5.8. Reimbursement and Compensation. The Board may authorize the advance or reimbursement of actual reasonable expenses incurred by a Director, Officer, or member of a Committee of the Board or Advisory Committee in carrying out his or her duties. Directors, Officers, and members of Committees shall not otherwise be compensated.

5.9. Restriction on Interested Directors. Not more than 49 percent of the persons serving on the Board of Directors at any time may be interested persons. An interested person is (1) any person compensated by the Corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise; (2) any shareholder, employee or officer of any corporation, or partner or employee of any partnership, which has rendered compensated services to the Corporation within the previous 12 months; and (3) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, mother-in-law, or father-in-law of any person described in (1) or (2) of this Section of these Bylaws. Any violation of the provisions of this paragraph shall not, however, affect the validity or enforceability of any transaction entered into by the Corporation.

5.10. Contracts with Directors. No Director of this Corporation nor any other corporation, firm, association, or other entity in which one or more of this Corporation's Directors are directors or have a material financial interest, shall be interested, directly or indirectly, in any contract or other transaction with this Corporation unless (1) the material facts as to the transaction and such Director's interest are fully disclosed or known to the Members and such contract or transaction is approved by the Members in good faith, with any membership owned by any interested Director not being entitled to vote thereon, or (2) the material facts regarding such Director's financial interest in such contract or transaction or regarding such common directorship, officership, or financial interest are fully disclosed in good faith and are noted in the minutes or are known to all Board members before consideration by the Board of such contract or transaction, and such contract or transaction is authorized in good faith by a majority of the Board by a vote sufficient for that purpose without counting the vote of the interested Director.

5.11. Loans to Directors. This Corporation shall not lend any money or property to, or guarantee the obligation of, any Director of the Corporation unless (1) the Board decides that the loan or guaranty may reasonably be expected to benefit the Corporation, and (2) before consummating the transaction or any part of it, the loan or guaranty is approved by either the Members, without counting the vote of the Director, or the vote of a majority of the Directors then in office, without counting the vote of the Director who is to receive the loan or guaranty.

ARTICLE 6 OFFICERS

6.1. Officers. The Officers of the Corporation ("the Officers") shall be a President, a Vice President, a Secretary, and a Treasurer. The Corporation, at the Board's discretion, may have one or more additional Vice Presidents, an Assistant Secretary, and an Assistant Treasurer. Any number of offices may be held by the same person, except no Officer shall execute, acknowledge, or verify any instrument in more than one capacity, if such instrument is required to be executed, acknowledged, or verified by two or more Officers. Officers shall have powers and duties as specified by law, by the Corporation's Articles of Incorporation, or by these Bylaws, or as may be prescribed by the Board. To be eligible to be an Officer of the Corporation, an individual must be a voting Director of the Corporation.

6.2. Election and Term of Office. The Officers shall be elected annually by the Board and shall serve at the pleasure of the Board, subject to the rights of any Officer under any employment contract. Officers may serve concurrent terms without limitation, except that no President shall serve more than five (5) concurrent terms. The President shall appoint a committee of Members to nominate qualified candidates for election as Officers at least 90 days before the annual meeting of the Board, or by such other time as the Board may set. The nominating committee shall make its report no later than the annual meeting of the Board, or by such other time as the Board may set. Candidates for Officers may also be nominated from the floor of the annual meeting of the Board.

6.3. Removal. Without prejudice to the rights of any Officer under an employment contract, the Board may remove any Officer at any time with or without cause.

6.4. Resignation. Any Officer may resign at any time by giving written notice to the Board. The resignation shall take effect on the date the notice is received or at any later time specified in the notice. Unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation shall be without prejudice to any rights of the Corporation under any contract to which the Officer is a party.

6.5. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these Bylaws for normal elections to that office. However, vacancies need not be filled on an annual basis and nominations for vacancies need not be by nominating committee.

6.6. Responsibilities of President. Subject to the control of the Board, the President shall be the chief executive officer and general manager of the Corporation and shall supervise, direct, and control the Corporation's activities, affairs, Officers, employees, and agents. The President shall preside at all meetings of the Members and at all Board meetings. The President shall have such other powers and duties as the Board or the Bylaws may require.

6.7. Responsibilities of Vice Presidents. If the President is absent or disabled, the Vice Presidents, if any, in order of their rank as fixed by the Board, or, if not ranked, a Vice President designated by the Board, shall perform all duties of the President. When so acting, a Vice President shall have all powers of and be subject to all restrictions on the President. The Vice Presidents shall have such other powers and duties as the Board or the Bylaws may require.

6.8. Responsibilities of Secretary.

A. The Secretary shall keep or cause to be kept, at the Corporation's Principal Office or such other place as the Board may direct, in a form specified in Section 10.1, a book of minutes of all meetings, proceedings, and actions of the Board, of Committees of the Board, of Advisory Committees, and of meetings of the Members. The minutes of meetings shall include the time and place that the meeting was held; whether the meeting was annual, general, or special, and, if special, how authorized; the notice given; the names of persons present at Board and Committee meetings; and the number of Members present or represented at meetings of the Members.

B. The Secretary shall keep or cause to be kept, at the Corporation's Principal Office, a copy of the Articles of Incorporation and Bylaws, as amended to date.

C. The Secretary shall keep or cause to be kept, at the Corporation's Principal Office or at such other place as the Board may direct, in a form specified in Section 10.1, a record of the Corporation's Members, showing each Member's name, address, and class.

D. The Secretary shall give, or cause to be given, notice of all meetings of the Members, of the Board, and of Committees of the Board that these Bylaws require to be given.

E. The Secretary shall keep the corporate seal, if any, in safe custody and shall have such other powers and perform such other duties as the Board or the Bylaws may require.

6.9. Responsibilities of Assistant Secretary. If the Secretary is absent or disabled the Assistant Secretary shall perform all duties of the Secretary. When so acting, the Assistant Secretary shall have all powers of and be subject to all restrictions on the Secretary. The Assistant Secretary shall assist the Secretary as may be requested by the Secretary, the President, or the Board. The Assistant Secretary shall have such other powers and duties as the Board or the Bylaws may require.

6.10. Responsibilities of Treasurer.

A. The Treasurer, who shall be the chief financial officer of the Corporation, shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the Corporation's properties and transactions, in a form specified in Section 10.1. The Treasurer shall send or cause to be given to the Members and Directors such financial statements and reports as are required to be given by law, by these Bylaws, or by the Board. The books of account shall be open to inspection by any Director at all reasonable times.

B. The Treasurer shall:

- (1) deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the Corporation with such depositories as the Board may designate;
- (2) disburse the Corporation's funds as the Board may order;
- (3) render to the President and the Board, when requested, an account of all transactions as Treasurer and of the financial condition of the Corporation; and
- (4) have such other powers and perform such other duties as the Board or the Bylaws may require.

C. If required by the Board, the Treasurer shall give the Corporation a bond in the amount and with the surety or sureties specified by the Board for the faithful performance of the duties of the office and for restoration to the Corporation of all of its books, papers, vouchers, money, and other property of every kind in the possession or under the control of the Treasurer on his or her death, resignation, retirement, or removal from office.

6.11. Responsibilities of Assistant Treasurer. If the Treasurer is absent or disabled the Assistant Treasurer shall perform all duties of the Treasurer. When so acting, the Assistant Treasurer shall have all powers of and be subject to all restrictions on the Treasurer. The Assistant Treasurer shall assist the Treasurer as may be requested by the Treasurer, the President, or the Board. The Assistant Treasurer shall have such other powers and duties as the Board or the Bylaws may require.

ARTICLE 7 COMMITTEES

7.1. Board Committees. The Board, by resolution adopted by a majority of the Directors then in office, may create one or more Committees of the Board, each consisting of two or more Directors and no one who is not a Director, to serve at the pleasure of the Board. Appointments to committees of the Board shall be by majority vote of the Directors then in office. The Board may appoint one or more Directors as alternate members of any such Committee, who may replace any absent member at any meeting. Any such Committee shall have all the authority of the Board, to the extent provided in the Board resolution, except that no Committee may do the following:

- A. Take any final action on any matter that, under the California Nonprofit Mutual Benefit Corporation Law, also requires approval of the Members or approval of a majority of all Members;
- B. Fill vacancies on the Board or any Committee of the Board;
- C. Fix compensation of the Directors for serving on the Board or on any Committee;
- D. Amend or repeal Bylaws or adopt new Bylaws;
- E. Amend or repeal any resolution of the Board that by its express terms is not so amendable or repealable;
- F. Create any other Committees of the Board or appoint the members of Committees of the Board;
- G. Expend corporate funds to support a nominee for Director if more people have been nominated for Director than can be elected; or
- H. With respect to any assets held in charitable trust, approve any contract or transaction between this Corporation and one or more of its Directors or between this Corporation and an entity in which one or more of its Directors have a material financial interest, subject to the approval provisions of Corporations Code §5233(d)(3).

7.2. Executive Committee. The Officers of the Corporation shall serve as the Executive Committee, which shall be a Committee of the Board. Each past president of the Corporation shall serve as an ex-officio non-voting member of the Executive Committee, unless he or she is also an Officer, or declines to serve, or unless the Board decides otherwise. The Executive Committee, unless limited by a resolution of the Board, shall have and may exercise all the authority of the Board in the management of the business and affairs of the Corporation between meetings of the Board; provided, however, that the Executive Committee shall not have the authority of the Board in reference to those matters enumerated in Section 7.1. All actions of the Executive Committee shall be reported to and ratified or modified by the Board at the next regular Board meeting.

7.3. Advisory Committees. The Board may by resolution establish one or more Advisory Committees. Advisory Committees may not exercise the authority of the Board to make decisions on behalf of the Corporation, but shall be limited to making recommendations to the Board or the Board's authorized representatives and to implementing Board decisions and policies. Advisory Committees shall be subject to the supervision and control of the Board. Each Advisory Committee shall have a minimum of two members. The Board resolution establishing any Advisory Committee shall specify the maximum number of its members and the scope and limitations of its activities, provided, however, that no Advisory Committee shall have within its scope those matters enumerated in Section 7.1. The President shall appoint the members of each Advisory Committee from among the Members of the Corporation. The President shall appoint the chair of each Advisory Committee from among the Directors of the Corporation. The members and the chair of each Advisory Committee shall serve at the pleasure of the President.

7.4. Committee Meetings, Actions, and Reports. Meetings and actions of Committees of the Board and Advisory Committees shall be governed by, held, and taken under the provisions of these Bylaws concerning meetings and other Board actions, except that the time for general meetings of Committees and the calling of special meetings of Committees may be set either by the Board or, if not, by the Committee. Minutes of each meeting of a Committee of the Board shall be kept and shall be filed with the corporate records. Each Advisory Committee shall report to the Board regarding its activities at each regular meeting of the board. The Board may adopt rules for the governance of any Committee as long as the rules are consistent with these Bylaws. If the Board has not adopted rules, the Committee may do so.

ARTICLE 8 INDEMNIFICATION AND INSURANCE

8.1. Right of Indemnity. To the fullest extent permitted by law, this Corporation shall indemnify its Directors and Officers, and may indemnify employees and other persons described in Corporations Code §7237(a), including persons formerly occupying any such positions, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding," as that term is used in that section, and including an action by or in the right of the Corporation, by reason of the fact that the person is or was a person described in that section. "Expenses," as used in this Bylaw, shall have the same meaning as in that section of the Corporations Code.

8.2. Approval of Indemnity. On written request to the Board by any person seeking indemnification under Corporations Code §7237(b) or 7237(c), the Board shall promptly decide under Corporations Code §7237(e) whether the applicable standard of conduct set forth in Corporations Code §7237(b) or 7237(c) has been met and, if so, the Board shall authorize indemnification. If the Board cannot authorize indemnification, because the number of Directors who are parties to the proceeding with respect to which indemnification is sought prevents the formation of a quorum of Directors who are not parties to that proceeding, the Board shall promptly call a meeting of the Members. At that meeting, the Members shall determine under

Corporations Code §7237(e) whether the applicable standard of conduct has been met and, if so, the Members present at the meeting in person or by proxy shall authorize indemnification.

8.3. Advancement of Expenses. To the fullest extent permitted by law and except as otherwise determined by the Board in a specific instance, expenses incurred by a person seeking indemnification under Sections 8.1 and 8.2 of these Bylaws in defending any proceeding covered by those Sections shall be advanced by the Corporation before final disposition of the proceeding, on receipt by the Corporation of an undertaking by or on behalf of that person that the advance will be repaid unless it is ultimately found that the person is entitled to be indemnified by the Corporation for those expenses.

8.4. Insurance. This Corporation shall have the right, and shall use its best efforts, to purchase and maintain insurance to the full extent permitted by law on behalf of its Officers, Directors, employees, and other agents, to cover any liability asserted against or incurred by any Officer, Director, employee, or agent in such capacity or arising from the Officer's, Director's, employee's, or agent's status as such.

ARTICLE 9 EXECUTION OF INSTRUMENTS, DEPOSITS AND FUNDS

9.1. Execution of Instruments. The Board, except as otherwise provided in these Bylaws, may by resolution authorize any Officer or agent of the Corporation to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances. Unless so authorized, no Officer, agent, or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable monetarily for any purpose or in any amount.

9.2. Checks and Notes. All checks, drafts or other orders for the payment of money issued in the name of the Corporation shall be signed or issued by such person or persons and in such manner as shall be determined from time to time by resolution of the Board; provided that, any such instrument for an amount in excess of Ten Thousand Dollars (\$10,000) shall require the signatures of two (2) persons so authorized by the Board. The Board may, from time to time by resolution, change the monetary threshold above which said instruments require two (2) signatures.

9.3. Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board may select.

9.4. Gifts. The Board may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the charitable or educational purposes of this Corporation.

ARTICLE 10 RECORDS AND REPORTS

10.1. Corporate Records. This corporation shall keep the following:

- A. Adequate and correct books and records of account;
- B. Minutes of the proceedings of its Members, Board, and Committees of the Board; and
- C. A record of each Member's name, address, and class of membership.
- D. The minutes and other books and records shall be kept either in written form or in any other form capable of being converted into clearly legible tangible form or in any combination of the two.

10.2. Members' Inspection Rights.

A. Unless the Corporation provides a reasonable alternative as provided below, any member may do either or both of the following for a purpose reasonably related to the Member's interest as a Member:

(1) Inspect and copy the records containing Members' names, addresses, and voting rights during usual business hours on 5 days' prior written demand on the Corporation, which must state the purpose for which the inspection rights are requested; or

(2) Obtain from the Secretary of the Corporation, on written demand and tender of a reasonable charge, a list of names, addresses, and voting rights of Members who are entitled to vote for Directors as of the most recent record date for which that list has been compiled, or as of the date, after the date of demand, specified by the Member. The demand shall state the purpose for which the list is requested. The Secretary shall make this list available to the Member on or before the later of 10 days after the demand is received or the date specified in the demand as the date as of which the list is to be compiled.

B. The Corporation may, within 10 business days after receiving a demand under this Section, make a written offer of an alternative method of reasonable and timely achievement of the proper purpose specified in the demand without providing access to or a copy of the membership list. Any rejection of this offer must be in writing and must state the reasons the proposed alternative does not meet the proper purpose of the demand. If the corporation reasonably believes that the information will be used for a purpose other than one reasonably related to a person's interest as a Member, or if it provides a reasonable alternative under this Section, it may deny the member access to the membership list.

C. Any inspection and copying under this Section may be made in person or by the Member's agent or attorney. The right of inspection includes the right to copy and make extracts. This right of inspection extends to the records of any subsidiary of the Corporation.

10.3. Inspection of Accounting Records and Minutes. On written demand on the Corporation, any Member may inspect, copy, and make extracts of the accounting books and records and the minutes of the proceedings of the Members, the Board of directors, Committees of the Board, and Advisory Committees at any reasonable time for a purpose reasonably related to the Member's interest as a Member. Any such inspection and copying may be made in person or by the Member's agent or attorney. This right of inspection extends to the records of any subsidiary of the Corporation.

10.4. Inspection of Articles and Bylaws. This Corporation shall keep at its Principal Office the original or a copy of the Articles of Incorporation and Bylaws, as amended to the current date, that shall be open to inspection by the Members at all reasonable times during office hours. If the Corporation has no business office in California, the Secretary shall, on the written request of any Member, furnish to that Member a copy of the Articles of Incorporation and Bylaws, as amended to the current date.

10.5. Directors' Inspection Rights. Every Director shall have the absolute right at any reasonable time to inspect the Corporation's books, records, and documents of every kind, and to inspect the physical properties of the corporation. The inspection may be made in person or by the Director's agent or attorney. The right of inspection includes the right to copy and make extracts of books, records, and documents of every kind.

10.6. Annual Financial Report.

A. The Board shall cause an annual financial report to be prepared within 120 days after the end of the Corporation's fiscal year. That report shall contain the following information in appropriate detail:

(1) A balance sheet as of the end of the fiscal year, and an income statement and statement of changes in financial position for the fiscal year, accompanied by any report on them by independent accountants, or, if there is no such report, by the certificate of an authorized Officer of the Corporation that they were prepared without audit from the books and records of the Corporation.

(2) A statement of the place where the names and addresses of current Members are located.

(3) Any information that is required by Section 10.7 of these Bylaws.

B. The Corporation shall notify each Member annually in writing of the Member's right to receive a financial report under this Section 10.6. The Corporation may send the financial report to the Member with this notice. Otherwise, except as provided in Section 10.6.C, on written request by a Member, the Board shall promptly cause the most recent annual financial report to be sent to the requesting Member. Notice to the Member shall be given, and the financial report shall be sent, in the manner specified in Section 3.7.F(3) of these Bylaws for the giving of notice of meetings of the Members.

C. This Section shall not apply if the Corporation receives less than ten thousand dollars (\$10,000) in gross revenues or receipts during the fiscal year.

10.7. Annual Statement of Certain Transactions and Indemnifications. As part of the annual financial report to all Members, or as a separate document if no annual financial report is issued, the Corporation shall annually prepare and send to its Members and Directors, in the manner specified in Section 3.7.F(3) of these Bylaws for the giving of notice of meetings of the Members, a statement of any transaction or indemnification of the following kinds within one hundred twenty (120) days after the end of the Corporation's fiscal year:

A. Unless approved by Members under Section 7233(a) of the California Corporations Code (pursuant to Section 8322 of the same), any transaction: (i) to which the Corporation, its parent, or its subsidiary was a party, (ii) which involved more than fifty thousand dollars (\$50,000) or was one of a number of such transactions with the same person involving, in the aggregate, more than fifty thousand dollars (\$50,000), and (iii) in which either of the following interested persons had a direct or indirect material financial interest (a mere common directorship is not a material financial interest):

(1) Any Director or Officer of the Corporation, its parent, or its subsidiary; or

(2) Any holder of more than ten percent (10%) of the voting power of the Corporation, its parent, or its subsidiary.

The statement shall include a brief description of the transaction, the names of the interested persons involved, their relationship to the Corporation, the nature of their interest in the transaction, and, when practicable, the amount of that interest, provided that, in the case of a partnership in which such person is a partner, only the interest of the partnership need be stated.

B. A brief description of the amounts and circumstances of any loans, guaranties, indemnifications, or advances aggregating more than ten thousand dollars (\$10,000) paid during the fiscal year to any Officer or Director of the Corporation under Article 8 of these Bylaws, unless the loan, guaranty, indemnification, or advance has already been approved by the Members pursuant to Section 5034 of the California Corporations Code, or the loan or guaranty is subject to the provisions of Section 7235(a) of that Code.

ARTICLE 11 AMENDMENTS

11.1. Board Amendment of Bylaws. Subject to the Members' rights under Sections 11.2 and 11.4 of these Bylaws, the Board may adopt, amend, or repeal Bylaws unless doing so would

A. Materially and adversely affect the Members' rights as to voting, dissolution, redemption, or transfer;

- B. Increase or decrease the number of Members authorized in total or for any class;
- C. Effect an exchange, reclassification, or cancellation of all or part of the memberships; or
- D. Authorize a new class of membership.

11.2. Changes to Number of Directors. Once Members have been admitted to the Corporation, the Board may not, without the Members' approval, specify or change any Bylaw that would

- A. Fix or change the authorized number of Directors;
- B. Fix or change the minimum or maximum number of Directors; or
- C. Change from a fixed number of Directors to a variable number of Directors or vice versa.

11.3. Board Amending Supermajority Requirements. If any provision of these Bylaws requires the vote of a larger proportion of the Board than is otherwise required by law, that provision may not be altered, amended, or repealed except by that greater vote.

11.4. When Members' Approval Required. Without the approval of the Members, the Board may not adopt, amend, or repeal any Bylaw that would

- A. Increase or extend the terms of Directors;
- B. Allow any Director to hold office by designation or selection rather than by election by the Members;
- C. Increase the quorum for Members' meetings;
- D. Repeal, restrict, create, expand, or otherwise change proxy rights; or
- E. Authorize cumulative voting.

11.5. Members May Adopt, Amend, or Repeal Bylaws. New Bylaws may be adopted or these Bylaws may be amended or repealed by approval of the Members, provided, however, that any such adoption, amendment, or repeal also requires approval by the Members of a class if that action would

- A. Materially and adversely affect the rights, privileges, preferences, restrictions, or conditions of that class as to voting, dissolution, redemption, or transfer in a manner different than the action affects another class;

- B. Materially and adversely affect that class as to voting, dissolution, redemption, or transfer by changing the rights, privileges, preferences, restrictions, or conditions of another class;
- C. Increase or decrease the number of memberships authorized for that class;
- D. Increase the number of memberships authorized for another class;
- E. Effect an exchange, reclassification, or cancellation of all or part of the memberships of that class; or
- F. Authorize a new class of memberships.

11.6. Limitations on Amendments.

- A. Any provision of these Bylaws that requires the vote of a larger proportion of the Members than otherwise is required by law may not be altered, amended, or repealed except by vote of that greater number.
- B. No amendment may extend a Director's term beyond that for which the Director was elected.
- C. Any provision of these Bylaws providing for the designation or selection, rather than election, of any Director or Directors may be adopted, amended, or repealed only by approval of the Members, subject to the consent of the person or persons entitled to designate or select any such Directors.

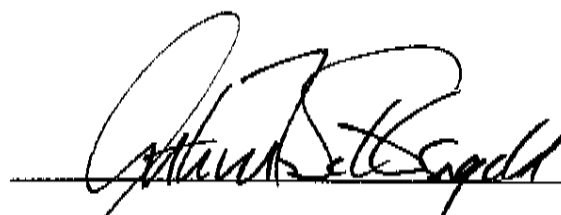
ARTICLE 12 CONSTRUCTION AND DEFINITIONS

12.1. Unless the context requires otherwise, the general provision, rules of construction, and definitions in the California Nonprofit Corporation Law shall govern the construction of these Bylaws. Without limiting the generality of the preceding sentence, the masculine gender includes the feminine and neuter, the singular includes the plural and the plural includes the singular, and the term "person" includes both a legal entity and an individual.

CERTIFICATE OF SECRETARY

I, Arthur F. Silbergeld, certify that I am the duly elected and acting Secretary of CALIFORNIA ASSOCIATION OF WORKPLACE INVESTIGATORS, INC, a California Nonprofit Mutual Benefit Corporation (the "Corporation"), that the foregoing Bylaws, consisting of 30 pages, including this one, are the Bylaws of the Corporation as adopted by the Corporation as of September 25, 2009, and that they have not been amended or modified since said date.

Executed on this 13th day of October, 2009 at Santa Monica, California.



Arthur F. Silbergeld, Secretary

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Cash Basis

California Association of Workplace Investigators, Inc.
Profit & Loss
 January through December 2009

	Jan - Dec 09
Ordinary Income/Expense	
Income	
Other Types of Income	
Miscellaneous Revenue	0.00
Total Other Types of Income	0.00
Program Income	
Membership Dues	40,300.00
Total Program Income	40,300.00
Total Income	40,300.00
Expense	
Advertising	2,031.36
Bank Service Charges	198.36
Business Expenses	
Business Registration Fees	1,132.00
Total Business Expenses	1,132.00
Contract Services	
Outside Contract Services	3,600.00
Total Contract Services	3,600.00
Credit Card Processing Fees	186.73
Operations	
Books, Subscriptions, Reference	156.80
Postage, Mailing Service	339.06
Printing and Copying	59.34
Telephone, Telecommunications	108.18
Website	1,433.88
Total Operations	2,097.26
Other Types of Expenses	
Insurance - Liability, D and O	2,233.00
Total Other Types of Expenses	2,233.00
Travel and Meetings	
Conference, Convention, Meeting	2,074.85
Travel	1,179.75
Total Travel and Meetings	3,254.60
Total Expense	14,733.31
Net Ordinary Income	25,566.69
Net Income	25,566.69

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Cash Basis

California Association of Workplace Investigators, Inc.
Balance Sheet
As of December 31, 2009

	<u>Dec 31, 09</u>
ASSETS	
Current Assets	
Checking/Savings	
Wells Fargo Checking	24,416.69
Total Checking/Savings	24,416.69
Other Current Assets	
Undeposited Funds	1,150.00
Total Other Current Assets	1,150.00
Total Current Assets	25,566.69
TOTAL ASSETS	<u>25,566.69</u>
LIABILITIES & EQUITY	
Equity	
Net Income	25,566.69
Total Equity	25,566.69
TOTAL LIABILITIES & EQUITY	<u>25,566.69</u>

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Cash Basis

California Association of Workplace Investigators, Inc.
Profit & Loss Budget Overview
 January through December 2010

	<u>Jan - Dec 10</u>
Ordinary Income/Expense	
Income	
Program Income	
Membership Dues	11,250.00
Program Service Fees	34,500.00
Total Program Income	<u>45,750.00</u>
Total Income	45,750.00
Expense	
Advertising	5,000.00
Bank Service Charges	250.00
Contract Services	
Outside Contract Services	14,400.00
Total Contract Services	14,400.00
Credit Card Processing Fees	750.00
Operations	
Postage, Mailing Service	1,200.00
Printing and Copying	5,000.00
Supplies	2,000.00
Telephone, Telecommunications	2,400.00
Website	2,750.00
Total Operations	13,350.00
Other Types of Expenses	
Insurance - Liability, D and O	2,500.00
Total Other Types of Expenses	2,500.00
Travel and Meetings	
Conference, Convention, Meeting	24,000.00
Travel	4,000.00
Total Travel and Meetings	<u>28,000.00</u>
Total Expense	<u>64,250.00</u>
Net Ordinary Income	<u>-18,500.00</u>
Net Income	<u><u>-18,500.00</u></u>

Marriott

OAKLAND CITY CENTER

GROUP SALES AGREEMENT

This Agreement is made and entered into as of December 28, 2009, by and between Interstate Hotels & Resorts, as agent, dba Oakland Marriott City Center (hereinafter referred to as "Hotel") and California Association of Workplace Investigators CAOWI (hereinafter referred to as "Group"). Group agrees that the terms of this Agreement are based upon the information provided by California Association of Workplace Investigators CAOWI below. In the event that the information provided by Group materially change or is incorrect, then this Agreement may be terminated pursuant to Section 5.

SECTION ONE: DESCRIPTION OF THE EVENT

- ❖ **Company/Organization or Sponsor's Name:** California Association of Workplace Investigators CAOWI
- ❖ **Event Name and general description of event:** California Association of Workplace Investigators CAOWI
- ❖ **Contact Name:** Sue Van Dermyden
- ❖ **Contact Phone:** 916-716-8006
sue@vanblocklaw.com
- ❖ **Contact Address:** 350 University Avenue, Suite 101
Sacramento, CA 95825

SECTION TWO: GROUP ROOM RESERVATIONS

2.1 **GUEST ROOM ACCOMMODATIONS:** For the dates November 4 to November 6, 2010 Hotel agrees to hold 70 rooms. The rate for each Room Night is \$129.00 ("Room Rate"). Room rental will generate anticipated revenues of \$9,030.00 (Room Nights x Room Rate) ("Room Revenues"). Unless as indicated in this Agreement, Hotel does not guarantee any particular rooms nor does it guarantee that rooms will be in proximity to each other.

November 2010	Thu	Fri
	11/4	11/5
Standard Single	20	50
Total number of rooms 70	20	50

Check-in Date/time: 3:00 PM

Check out Date/Time: Noon

CUT OFF DATE: October 14, 2010. After this date, rooms not covered by a rooming list/ individual reservations/reservations card, as provided in Section 2 hereof, shall be released from Group's room block and Hotel may contract with other parties for the use of such rooms. Hotel will continue to accept reservations from Group's attendees after that date at the prevailing room rate, subject to availability. The release of rooms after the Cut off Date does not release Group from its liability for Lost Revenues as provided for in Section 5 herein.

2.2 **SPECIAL CONCESSIONS:** Hotel will grant **California Association of Workplace Investigators CAOWI** the following based on a minimum 80% utilization of your proposed guest room block, the hotel is pleased to offer the following concessions:

- ❖ 1 per 35 complimentary rooms based on actual pick up
- ❖ One (1) upgrade to one-bedroom suite at group rate of \$129
- ❖ Double Marriott Rewards points for planner or designated individual
- ❖ Reduced meeting room rental based on Food & Beverage minimum of \$8,000.00

2.3 **GUEST ROOM RATES**

The Hotel is pleased to confirm the following room rates for the Group:

Single/Double Occupancy: \$129.00

Additional person: \$ 25.00

Hotel room rates are subject to applicable state and local taxes. If Group is tax-exempt, it must present all documentation required by Hotel and pay in the manner specified by Hotel. If Group is claiming tax-exempt status, Group hereby accepts all liability and agrees to indemnify Hotel for all taxes paid and all costs incurred, including attorney fees, if a taxing authority requires that the Hotel remit tax for the room nights covered by this Agreement. Otherwise, Group will be charged all applicable taxes.

All rates are net non-commissionable.

2.4 **COMPLIMENTARY ROOMS:** Hotel agrees to provide Group with **One (1)** complimentary room night(s) for every 35 revenue generating room nights occupied per night, provided that the total utilization of the sleeping rooms exceeds 80% of the room block. In Order for Group to receive complimentary rooms, Group must, at least thirty (30) days prior to Group's arrival, provide Hotel with a list of individuals who will occupy the complimentary. If Group does not earn the requested number of complimentary rooms, the appropriate room and tax charges will be placed on the Group's Master Account (as hereinafter defined). Unused complimentary units shall have no value and will not be credited to the Group's Master Account.

2.5 **RESERVATIONS**

INDIVIDUAL RESERVATIONS: Each individual guest must make his or her own reservation by October 14, 2010 by calling 1-800-991-7249 or by using the on-line booking tool that will be provided once the agreement is signed. They must identify themselves as members of the Group. All reservations must be accompanied by a first night room deposit or guaranteed with a major credit card.

SECTION THREE: MEETING ROOM/BALLROOM AND CATERING SERVICES

- 3.1 **MEETING ROOMS:** Upon the signature of this Agreement, Hotel reserves and Group guarantees payment for the following meeting room's space for the specified days/times:

Thursday, November 4, 2010

Start Time	End Time	Description	Room	Setup	Agr	Room Rental
1:00 PM	5:00 PM	General Session	OCC 208	Classroom	50	150.00

Friday, November 5, 2010

Start Time	End Time	Description	Room	Setup	Agr	Room Rental
8:00 AM	9:00 AM	Continental Breakfast	Calvin Simmons Foyer		100	
8:00 AM	5:00 PM	General Session	Calvin Simmons Ballroom	Classroom	150	500.00
12:00 PM	1:00 PM	Lunch	A.J. Toppers	Rounds	100	
1:00 PM	5:00 PM	Breakout	OCC 208	Classroom	50	150.00
1:00 PM	5:00 PM	Breakout	OCC 210/11	Classroom	50	150.00
6:00 PM	9:00 PM	Reception	A.J. Toppers	Reception	100	

Saturday, November 6, 2010

Start Time	End Time	Description	Room	Setup	Agr	Room Rental
8:00 AM	9:00 AM	Continental Breakfast	Calvin Simmons Foyer		100	
8:00 AM	2:00 PM	General Session	Calvin Simmons Ballroom	Classroom	150	250.00
2:00 PM	5:00 PM	Board Meeting	OCC 208	U-Shape	25	comp

Hotel reserves the right to assign and change specific meeting room space at its discretion. Group must obtain final approval from Hotel before publishing meeting room names.

Group must release any meeting rooms they will not utilize on or before October 1, 2010 to avoid being billed for room rental charges.

If Group requests a specific meeting room that is already booked, Group shall be granted [first] [second] option to occupy the specified room if the group currently occupying the room cancels its agreement. Hotel shall inform Group via telephone that the room is open. Group must respond within five (5) business days or Hotel will be entitled to book another event in the specified room.

Group will be arranging for the delivery and set-up of equipment and facilities for the meeting room. Group must notify Hotel in writing in advance of any delivery and set-up and shall coordinate all such deliveries/set ups with sufficient advance notice to Hotel. Group will be responsible and shall indemnify Hotel for any damage it (or its employees, agents or contractors) cause to persons or property located at Hotel.

- 3.2 **CATERING SERVICES:** A minimum of \$8,000.00 in food and beverage must be spent at Group's function (the "F&B Revenues"). These F&B Revenues do not include room rental, meeting space rental, service charges, tax and labor charges, audio-visual, parking or any other miscellaneous charges incurred. Group is required to pay Hotel the full F&B Revenues, regardless of whether Group actually charges that amount. Group is required to pay Hotel any amounts exceeding the F&B Revenues.

3.3 **FOOD & BEVERAGE POLICY**

Due to licensing and insurance requirements, all food and beverage to be served on Hotel property must be supplied and prepared by Hotel. In addition, no remaining food or beverage shall be removed from the premises. At the conclusion of the function, such food and beverage becomes the property of Hotel.

Menu prices will be confirmed by January 31, 2010.

Food and beverage prices are subject to a 21% service charge and applicable taxes. *(not to exceed 21%)*

Final menu selections must be submitted to Hotel's Catering Officer at least 3 days in advance; otherwise, items selected cannot be guaranteed. At the time final menu selections are made, Group shall review, approve and initial the final menu. Other than specifically stated in the approved menu (or otherwise agreed in a separate writing signed by Group and the Catering Manager, Hotel will not be responsible for any specific dietary requests or requirements.

The Catering Office must be notified of the guaranteed attendance no later than noon 3 days prior to the scheduled function. Guaranteed attendance for functions scheduled Monday or Tuesday must be received by noon on the preceding Friday. Hotel agrees to set three percent over the guaranteed attendance for banquets. Guarantees of attendance are not subject to reduction and Hotel will charge the Group's Master Account, at a minimum, the amount due in accordance with the guaranteed attendance.

Group will have available an authorized representative at the event who will be presented a check prior to the conclusion of the event. Such representative shall verify that all charges are correct and consistent with this Agreement and any changes and shall sign off on such check.

SECTION FOUR: BILLING/CREDIT PROCEDURES

4.1 GUESTROOM PAYMENT.

IPO: Attendees will pay their own room, tax and incidentals incurred by them at the Hotel. At the time of check-in, guests will be required to pre-pay for their estimated charges by either a credit card, cash or check.

California Association of Workplace Investigators CAOWI will be responsible for all other charges incurred pursuant to this Agreement, including function room rentals, audio visual charges, catered group food and beverage, and ancillary charges. All charges that are billed through the Hotel via **California Association of Workplace Investigators CAOWI's** Master Account will be subject to a 21% service charge plus 9.75% state tax.

4.2 MASTER ACCOUNT PAYMENT: The Hotel must be notified in writing at least forty-five days prior to Group's arrival of those individuals authorized to sign on behalf of the Group for charges to the Master Account.

SIGNING AUTHORITY: The following individual(s) have the proper authority to sign for the Group's Master Account and/or bind the Group:

Name: Sue Ann Van Dammy den

Signature: [Handwritten Signature]

Name: Stephen P. Angelides

Signature: [Handwritten Signature]

DEPOSIT (REQUIRED):

An advance payment of \$2,000.00 will be required in order to hold arrangements on a definite basis. The advance deposit represents a "good faith" payment that will be used in part to pay for any attrition or cancellation fees that may be incurred. This advance payment is due on **January 31, 2010** and will

be credited toward the Master Account. Any unused portion of the advance deposit will be refunded to California Association of Workplace Investigators CAOWI within 30 days of group's departure.

DIRECT BILL: Direct Billing may be requested for total billings of no less than \$5,000.00. To request direct billing, the enclosed credit application should be completed in full and returned. Applications must be received four (4) weeks prior to the arrival of your group. Please note receipt of this application does not guarantee approval.

Any outstanding balance of the Master Account will be due and payable upon receipt of our invoice. If payment is not received within thirty (30) days, a Finance Charge of 1-1/2% per month (18% Annual Rate) [or the maximum allowed by law, whichever is less]* will be added to the unpaid balance commencing on the invoice date.

SECTION FIVE: CANCELLATION/MODIFICATION

5.1 CANCELLATION OF ROOM RESERVATIONS:

Guests are responsible for paying for their own accommodations. Deposits (taken either in cash or by credit card) are refunded or credited only if notice is received 48 hours prior to arrival date and cancellation number must be obtained by guest.

5.2 HOTEL'S CANCELLATION:

If Hotel cancels this Agreement or is unable to provide the requested rooms or meeting space, the Hotel will work with Group to arrange alternative accommodations and space at the prices set forth herein. Hotel will arrange for comparable space in the same vicinity of the Hotel and shall provide, without charge, necessary transportation between the alternative site and the Hotel. Hotel's liability is limited to these remedies and Hotel shall not be liable for any consequential, punitive or special damages.

5.3 GROUP'S CANCELLATION/MODIFICATION

Group and Hotel have entered into a binding commitment. The Hotel is committed to providing the rooms and services specified in this Agreement and the Hotel has offered special rates and other concessions based upon anticipated revenues for Group's event. The anticipated revenue includes the revenue from the total number of sleeping rooms Group has requested as well as the revenue received from the food and beverage services Group may have requested and any ancillary services, such as in-room movies, telephone tolls, room service and other charges (the "Total Anticipated Revenues").

If Group decides to cancel this Agreement, reduce the size of Group's meeting and/or attendance, or reduce the amount of food and beverage services, Group agrees that the Hotel will suffer damages. Such damages will be a result of Hotel's inability to offer your unused space or services to another group and/or the cost to the Hotel of trying to re-sell this space/services. The exact amount of damages will be difficult to determine. Therefore, Group agrees that the following liquidated damages clause is a reasonable effort by the parties to agree in advance on the amount of damages. It is agreed that these amounts will be due regardless of the Hotel's ultimate ability to re-sell some or all of the space or services.

Attrition: The parties agree that the Group and the Hotel will share in the loss of revenues suffered by the Hotel in the event of the Group's failure to utilize all of the rooms and services agreed to herein. The Group therefore agrees to pay a percentage of lost revenues. "Lost Revenues" shall mean:

$$\text{Lost Revenues} = \text{Total Anticipated Guestroom Revenues} = \$129.00 \times 70 = \$9,030.00$$

The Group will be responsible for paying the amount indicated by the chart below:

Percentage of rooms/services not utilized	Group Pays
20% or less (at least 56 rooms)	-0-
21 to 30%	40% of Lost Guestroom Revenues
31 to 60%	60% of Lost Guestroom Revenues
over 61%	100% of Lost Guestroom Revenues

Cancellation: Group agrees that if it cancels this Agreement for any reason, the Hotel will suffer damages. The closer in time the cancellation occurs, the greater the damages will be. Therefore, Group agrees to pay Hotel at the time of cancellation a liquidated damages fee, as follows:

Between date of signed contract and March 31, 2010
\$4,557.50 (amount equal to 25% of total anticipated revenue)

Between April 1, 2010 and June 30, 2010
\$9,115.00 (amount equal to 50% of total anticipated revenue)

July 1, 2010 and Group Arrival Date
\$16,407.00 (amount equal to 90% of total anticipated revenue)

**Total Anticipated Revenue = \$9,030.00 in Guestroom Revenue + \$8,000.00 in F&B
 + \$1,200.00 Meeting Room Rental = \$18,230.00**

- 5.4 **MULTIPLE CONTRACTS.** Hotel may cancel upon written notice to Group any future events booked by Group, or any entity or person affiliated with Group, whether included in this Agreement or pursuant to any agreements or orders signed prior to or after this Agreement, in any of the following circumstances: (1) Group fails to pay any amounts when due under this Agreement or any other agreement or arrangement with the Hotel; (2) Group causes any damage, in the Hotel's sole discretion, to the Hotel property or reputation; (3) Group violates, in Hotel's opinion, any term of this Agreement.

SECTION SIX: MISCELLANEOUS

- 6.1 **SIGNS AND DISPLAYS/USE OF HOTEL NAME:** Group shall not display signs in Hotel nor use the name/logo of the Hotel in any promotional brochures or ads without prior approval of the General Manager of Hotel. It is further agreed that no sign, banner or display shall be affixed to any part of Hotel. Any damages caused to the walls, fixtures or carpet will be billed to Group.
- 6.2 **SECURITY:** Hotel may, in its sole discretion, require Group to take certain security measures in light of the size or nature of the function, which may include the requirement to hire sufficient security personnel from the Hotel or Hotel may allow Group to retain an outside service that meets required bonding and insurance requirements and is approved by the Hotel prior to the function. If Group hires an outside service in accordance with the above, Group must provide Hotel with a copy of the agreement, which shall indemnify the Hotel and its owner, and their parent, subsidiary and affiliated companies and their employees, representatives and agent, from and against any liabilities related to the security services.
- 6.3 **SHIPPING AND PACKAGES:** In the event Group will be shipping packages to Hotel, Group must

notify Hotel at least one week in advance. All packages sent to Hotel must include the name of Group, date of program and number of items. Shipment should arrive no earlier than three (3) days prior to event. Hotel has no liability for the delivery, security or condition of the packages.

6.4 **PARKING:** Hotel parking is available at the prevailing rates.

❖ **VALET PARKING**

Effective January 1, 2009 valet parking rates are as follows:

Overnight		\$26.00
Short-term	0-2 hours	\$15.00
	2-6 hours	\$20.00
	6-24 hours	\$26.00

❖ **SELF-PARKING**

Self-parking is also available at the connecting Oakland Convention Center garage at the following rates with a maximum of ~~\$20.00~~ per day. *\$15.00 per day am*

1 hour	\$ 5.25
2 hours	\$10.50
3 hours	\$15.75 <i>\$15.00 SMT</i>
4-5 hours	\$20.00 <i>\$15.00 SMT</i>
6 hours	\$20.00 <i>\$15.00 SMT</i>
7-8 hours	\$20.00 <i>\$15.00 SMT</i>
24 hours maximum	\$20.00 (No In or Out) <i>\$15.00 SMT</i>

All parking rates are **inclusive** of 18.5% tax. Please note that parking rates are subject to change without notification.

6.5 **SIGNING AUTHORITY:** The following individuals have the proper authority to sign for the Group's Master Account and/or act on behalf of and bind the Group pursuant to the terms of this Agreement:

Name: Sue Ann Van Dermyden

Signature: [Signature]

Name: Stephen P. Angelides

Signature: [Signature]

6.6 **HOTEL CONTACT/NOTICES:** All notices, offers, acceptances, requests and other communications hereunder shall be in writing and shall be deemed to delivered if hand delivered or sent by Federal Express, or certified or registered mail to the Group contact on the first page of this Agreement, or, if to Hotel, to the following address: Hotel Address: 1001 Broadway, Oakland, CA 94607 Attn: Annette Marteeny. Hotel may change Hotel's designated contact at any time upon notice. Hotel will not be bound by any notice unless delivered to Hotel in the manner specified herein.

SECTION SEVEN: GENERAL PROVISIONS

7.1 **DAMAGE CLAUSE:** In the event that damage to any Hotel property occurs as a result of any guest related to Group, Group assumes all liability and expense and agrees that, in addition to any other rights as against such guest or others, Hotel may charge Group's Master Account or directly bill Group for all such charges. Group shall indemnify, defend and hold harmless Hotel and its officers, directors, partners, affiliates, members and employees from and against all demands, claims, damages to persons

and/or property, losses and liabilities, including reasonable attorney fees (collectively "Claims") arising out of or caused by Group's negligence or intentional misconduct. Group does not waive, by reason of this paragraph, any defense that it may have with respect to such Claims.

- 7.2 **GROUP'S PROPERTY**: Group agrees Hotel will not be responsible for the safe-keeping of equipment, supplies, written material or other valuable items left in function rooms, guest rooms or anywhere on Hotel property other than the Hotel safe. State laws will govern Hotel's liability for items stolen in guestrooms or items kept in Hotel's safe. Group is responsible for securing any such aforementioned items and hereby assumes responsibility for loss thereof. Group may not rely on any verbal or written assurances provided by Hotel staff, other than as provided in this Agreement.
- 7.3 **INSURANCE**: Property of Group is the sole responsibility of the Group and/or its owner. Group agrees that it has procured sufficient insurance to cover the loss of such property and waives any claims under Hotel's insurance policy for the loss of Group's property or the property of any of its attendees or invitees.
- 7.4 **FORCE MAJEURE**: The performance of this Agreement is subject to any circumstances making it illegal or impossible to provide or use Hotel facilities, including Acts of God, war, government regulations, disaster, strikes, civil disorder or curtailment of transportation facilities. This Agreement may be terminated for any one of the above reasons by written notice from Hotel.
- 7.5 **DISPUTE RESOLUTION**: Hotel and Group agree to use its best efforts to resolve any disputes under this Agreement through informal means. In the unlikely event that formal action must be taken, this Agreement will be interpreted in accordance with the laws of the State in which the Hotel is situated and the exclusive venue for any dispute arising out of this Agreement shall be in the county or city in which the Hotel is situated. The prevailing party to any litigation shall be entitled to recover, in addition to damages, all legal costs and reasonable attorney fees as fixed by the Court, both at the trial and appellate levels, and in any bankruptcy case and post judgment proceedings.
- To the extent allowed by law, the parties hereto hereby waive the right to a jury trial in any action or proceeding regarding this Agreement.**
- 7.6 **ENTIRE AGREEMENT**: This Agreement and any exhibits hereto constitute the entire agreement between the parties and supercedes any previous communications, representations or agreements, whether written or oral. Any changes to this Agreement must be made in writing and signed by authorized representative of each party.
- 7.7 **MISCELLANEOUS**: The persons signing this Agreement each warrants that they are authorized to bind the party for which they are signing. Any provision of this Agreement that is deemed unenforceable shall be ineffective to the extent of such unenforceability without invalidating or rendering the remainder of this Agreement invalid. Each party shall execute such other and further documents as may be necessary to carry out the intention as well as to comply with the provisions of this Agreement.
- 7.8 **NO ASSIGNMENT**: Group may not assign or transfer this Agreement or any part thereof without the written consent of Hotel. Any attempted assignment or transfer by Group without such consent may, at the option of Hotel, be deemed to be a cancellation of this Agreement by Group, in which case Group shall remain liable for all cancellation charges set forth herein.
- 7.9 **PAYMENT**: Payment of all invoices is due upon receipt. Invoices remaining unpaid after 30 days of the invoice date will incur an interest charge of the lessor of 18% or the highest amount allowed by law. Group shall be responsible for all collection and/or attorney fees or other costs in collecting all amounts due hereunder.

No payment by Group or receipt by Hotel of a lesser amount than any amount due shall be deemed to be other than on account of the amount due, and no endorsement or statement on any check or any letter accompanying any payment shall be deemed an accord and satisfaction, and Hotel may accept such check or payment without prejudice to Hotel's right to recover the balance of all amounts due or pursue any other remedies available to Hotel under this Agreement or in law or in equity.

7.10 **COMPLIANCE WITH LAWS.** Group shall comply with all Federal, State and local laws, rules and regulations with respect to its activities on Hotel property, including obtaining any permits required for Group's activities during the event. Hotel may require Group to present proof of such compliance prior to the event. Group relies upon Group's attendance projections in reserving the appropriate room(s) and in observing all federal, state and local regulations regarding room capacity limitations and health, safety and fire codes. Hotel reserves the right to take all necessary actions to cause the event to be in compliance with all laws, rules and regulations, including (1) closing the Event, (2) requiring certain guests to leave the event, (3) restricting access to the event, (4) restricting the consumption of alcoholic beverages, and (5) monitoring the event. If the Hotel decides, in its discretion, to take any of the actions above, it shall do so without penalty and Group shall remain liable for all obligations under this Agreement.

7.11 **RIGHT OF INSPECTION/ENTRY:** Hotel will have the right to enter and inspect all functions. If Hotel observes any illegal activity or activity that may result in harm to persons or objects, Hotel has the right to immediately cancel the event, in which case all of Group's guests and invitees must immediately vacate the meeting room premises. In such event, Group will remain liable for all fees and charges related to the function pursuant to the terms of this Agreement.

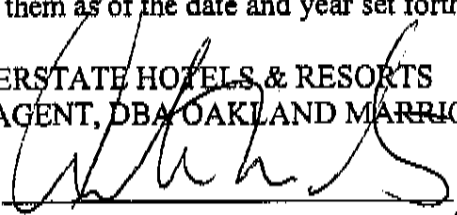
SECTION EIGHT: ACCEPTANCE OF CONTRACT


If a signed original of this Agreement has not been received by the Hotel prior to December 31 , 2009, Hotel shall have the right to contract with other parties for the use of the room block, meeting room and catering services without further notice to Group. In the event Hotel has a request for the rooms requested by Group prior to December 31 , 2009, and Hotel has not received Group's signed Agreement, Hotel will contact the Group for a decision. In such event, if Hotel does not receive Group's signed Agreement within five (5) business days, Hotel will have the right to contract with another party without any further notice to Group.

IN WITNESS WHEREOF, Hotel and Group have executed this Agreement in manner and form sufficient to bind them as of the date and year set forth on page one of this Agreement:

INTERSTATE HOTELS & RESORTS
AS AGENT, DBA OAKLAND MARRIOTT CITY CENTER

California Association of Workplace
Investigators CAOWI

By: 
Name: Annette Marteeny 12/30/09

By: 
Name: Stephen P. Angelides

Title: Director of National Accounts

Title: Executive Director

Date: December 28, 2009

Date: December 30, 2009

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